

**MOUNTAIN BROOK CITY COUNCIL  
MEETING AGENDA**

**CITY HALL COUNCIL CHAMBER (ROOM A108)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**APRIL 28, 2014 – 7:00 P.M.**

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1. Presentation by the ETC Institute of the recent resident survey.
2. Presentations (4) by the Leadership Mountain Brook participants.
3. Approval of the minutes of the April 14, 2014 regular meeting of the City Council.
4. Consideration: Resolution authorizing the execution of a preventive maintenance service agreement between the City and Schindler Elevator Corporation for the municipal complex.
5. Consideration: Resolution accepting the hold harmless agreement from Brick and Tin, LLC with respect to their sidewalk seating/dining.
6. Announcement: The next regular meeting of the City Council will be May 12, 2014, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
7. Other business.
8. Comments from residents.
9. Adjourn.



*City of Mountain Brook*  
*2014 Citizen Survey*  
*Findings*

Presented by



April 2014

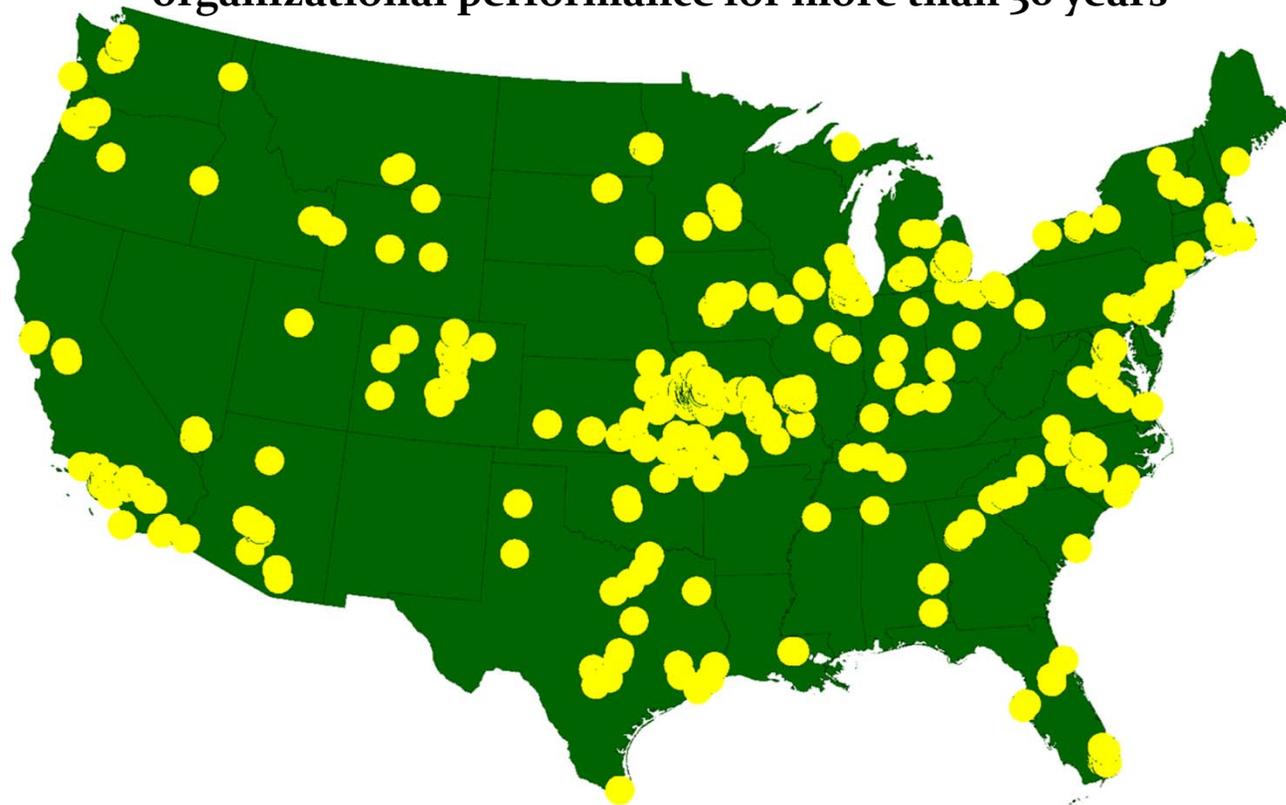


# Agenda

- **Purpose and Methodology**
- **Bottom Line Upfront**
- **Major Findings**
- **Summary and Conclusions**
- **Questions**

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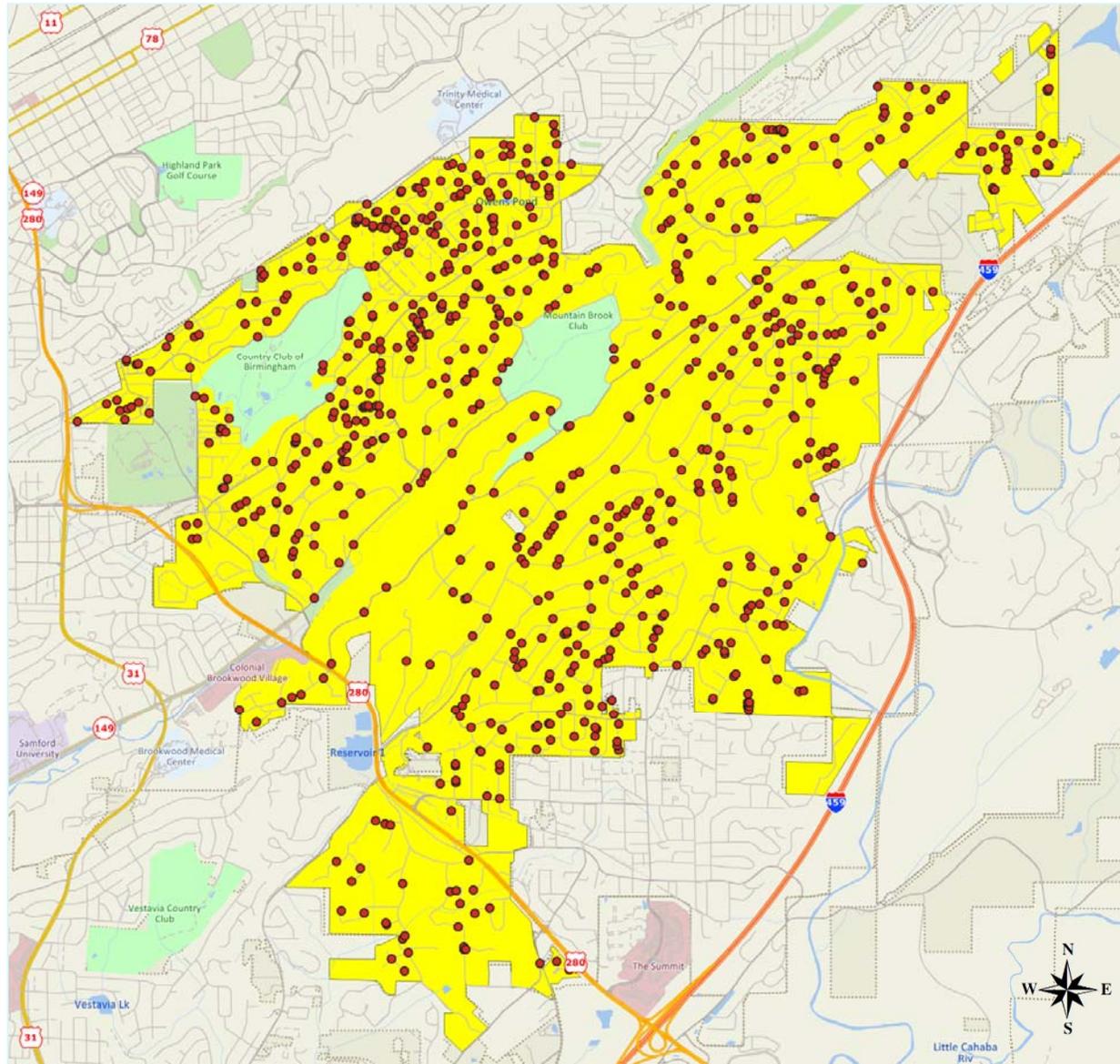
# Purpose

- **To objectively assess citizen satisfaction with the delivery of City services**
- **To set a baseline for future surveys**
- **To help determine priorities for the community so that tax dollars are spent wisely**
- **To compare Mountain Brook's performance with other communities across the U.S.**

# Methodology

- **Survey Description**
  - ❑ seven-page survey
- **Method of Administration**
  - ❑ by mail, phone and online to a randomly selected sample of households
  - ❑ each survey took approximately 15-20 minutes to complete
- **Sample size:**
  - ❑ goal number of surveys: 400
  - ❑ goal far exceeded: 787 completed surveys
- **Confidence level: 95<sup>0</sup>%**
- **Margin of error: +/- 3.5<sup>0</sup>% overall**

# Location of Survey Respondents



City of Mountain Brook 2014 Citizen Survey

# Bottom Line Up Front

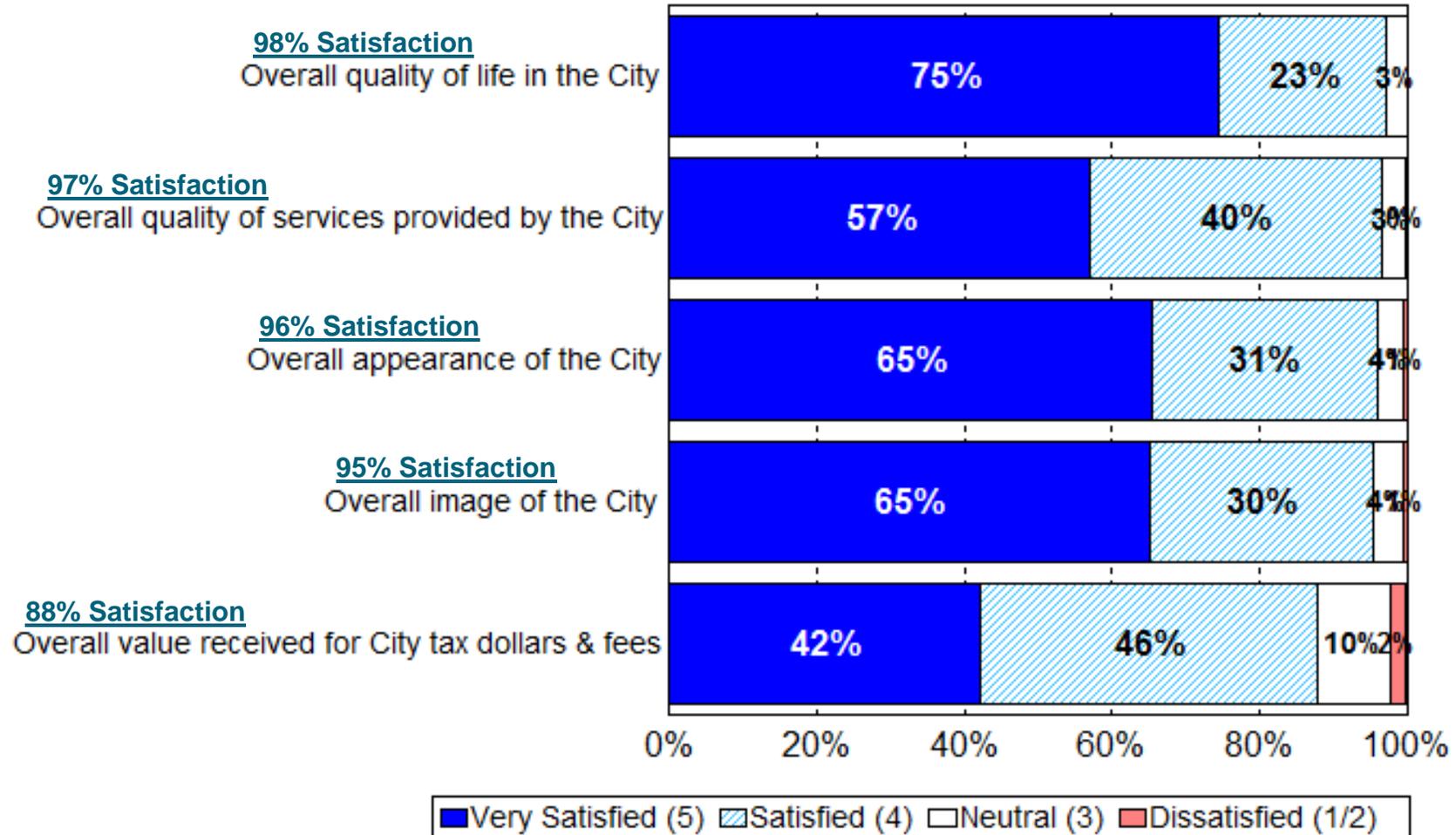
- **Residents have a very positive perception of the City**
- **Mountain Brook is setting the standard for service delivery among other U.S. cities**
  - ❑ Overall satisfaction with City services rated 41% above the national average
  - ❑ The City rated at or above the national average in 37 of the 38 areas that were compared
- **The City's priorities are closely aligned with the expectations of residents.**
- **The management of traffic flow/congestion and the maintenance of City streets and facilities should be high priorities over the next two years.**

# *Major Finding #1*

Residents Have a Very Positive  
Perception of the City

## Q3. Satisfaction With Items That Influence the Perception Residents Have of the City

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)

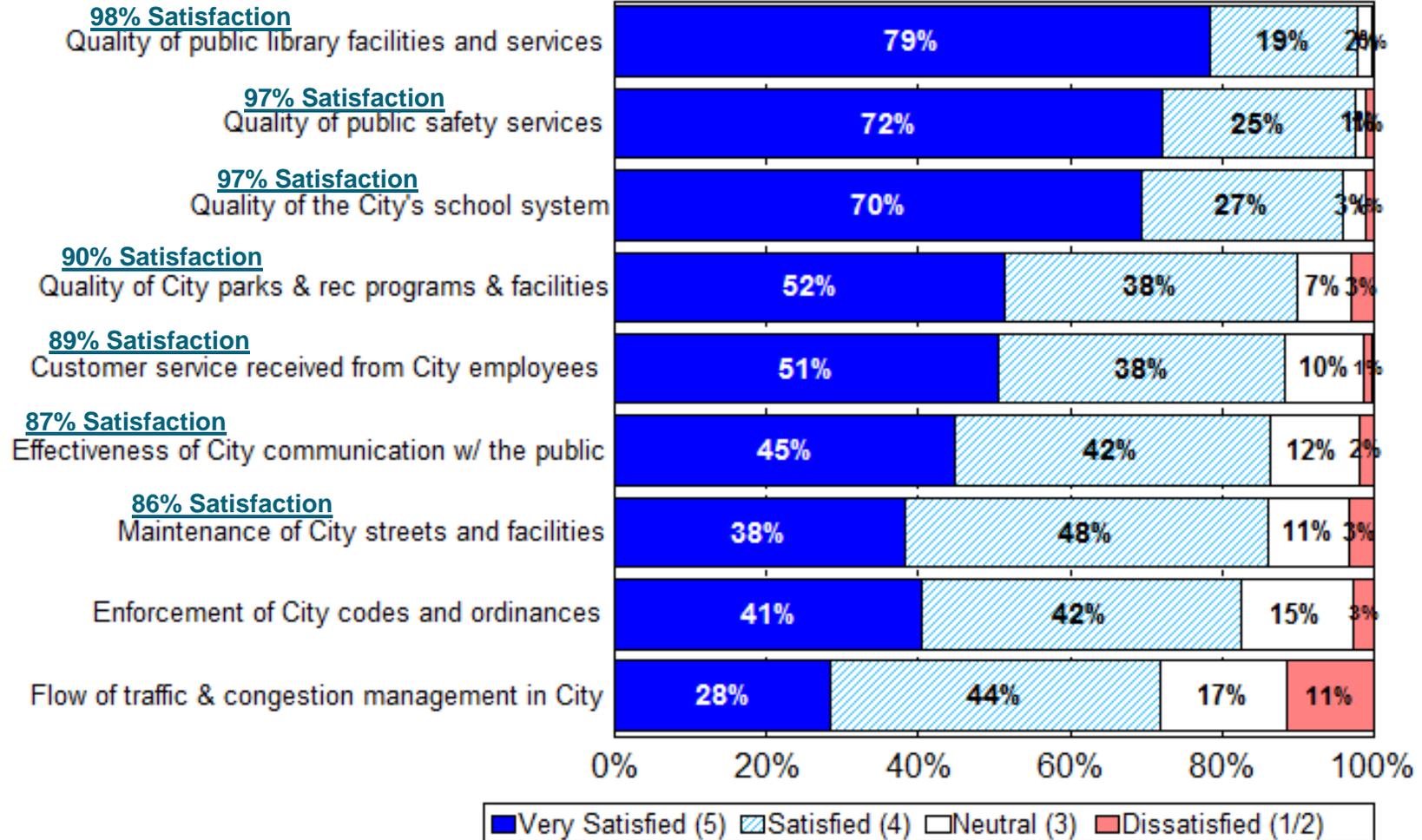


Source: 2014 ETC Institute

Most Residents Feel Good About the Quality of Life in Mountain Brook

# Q1. Overall Satisfaction with City Services by Major Category

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)

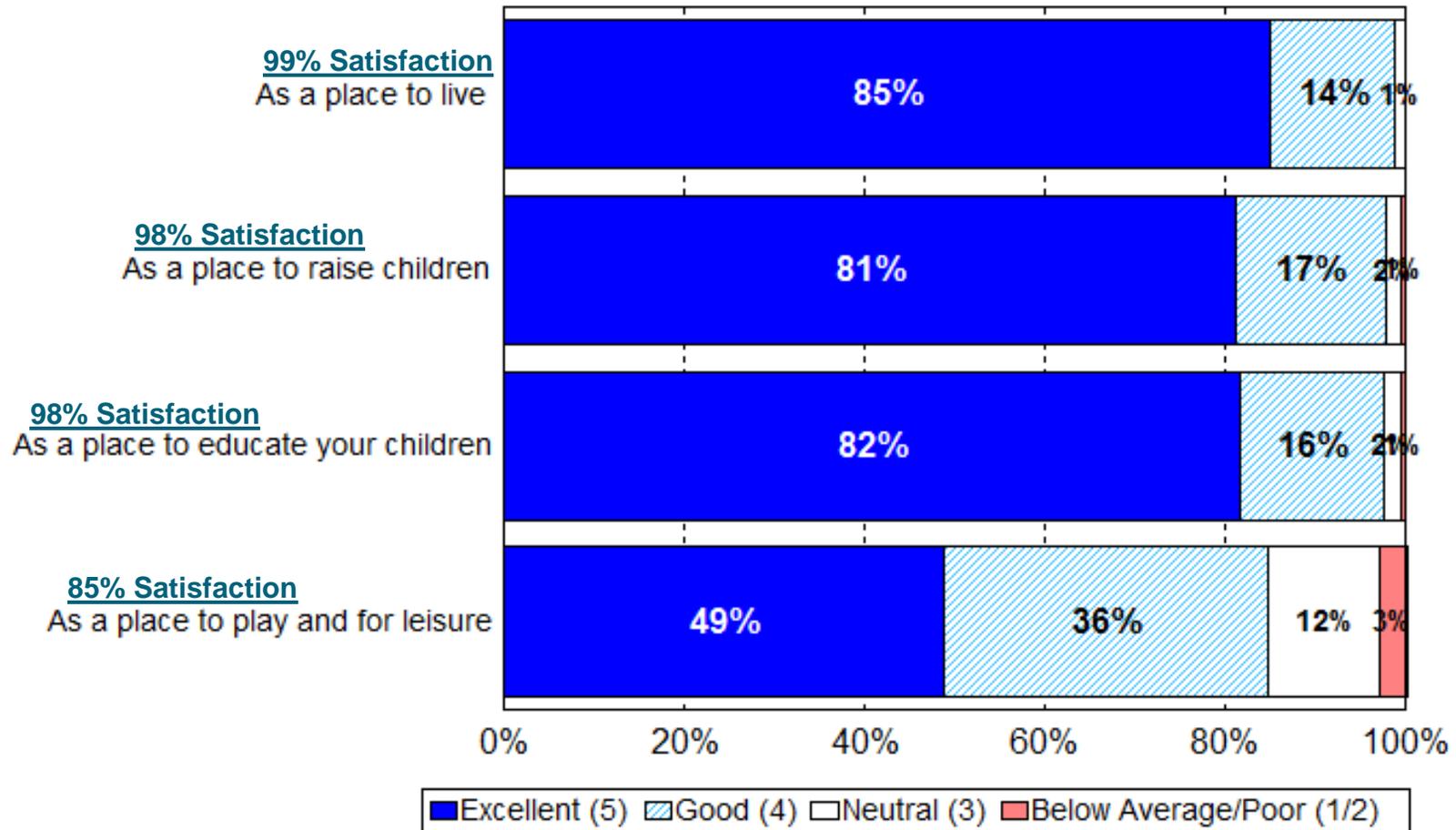


Source: 2014 ETC Institute

**11% or Less of the Residents Surveyed Were Dissatisfied With Any of the Overall City Services Rated**

# Q4. How Respondents Rate the City of Mountain Brook as a Place to Live, Educate and Raise Children

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



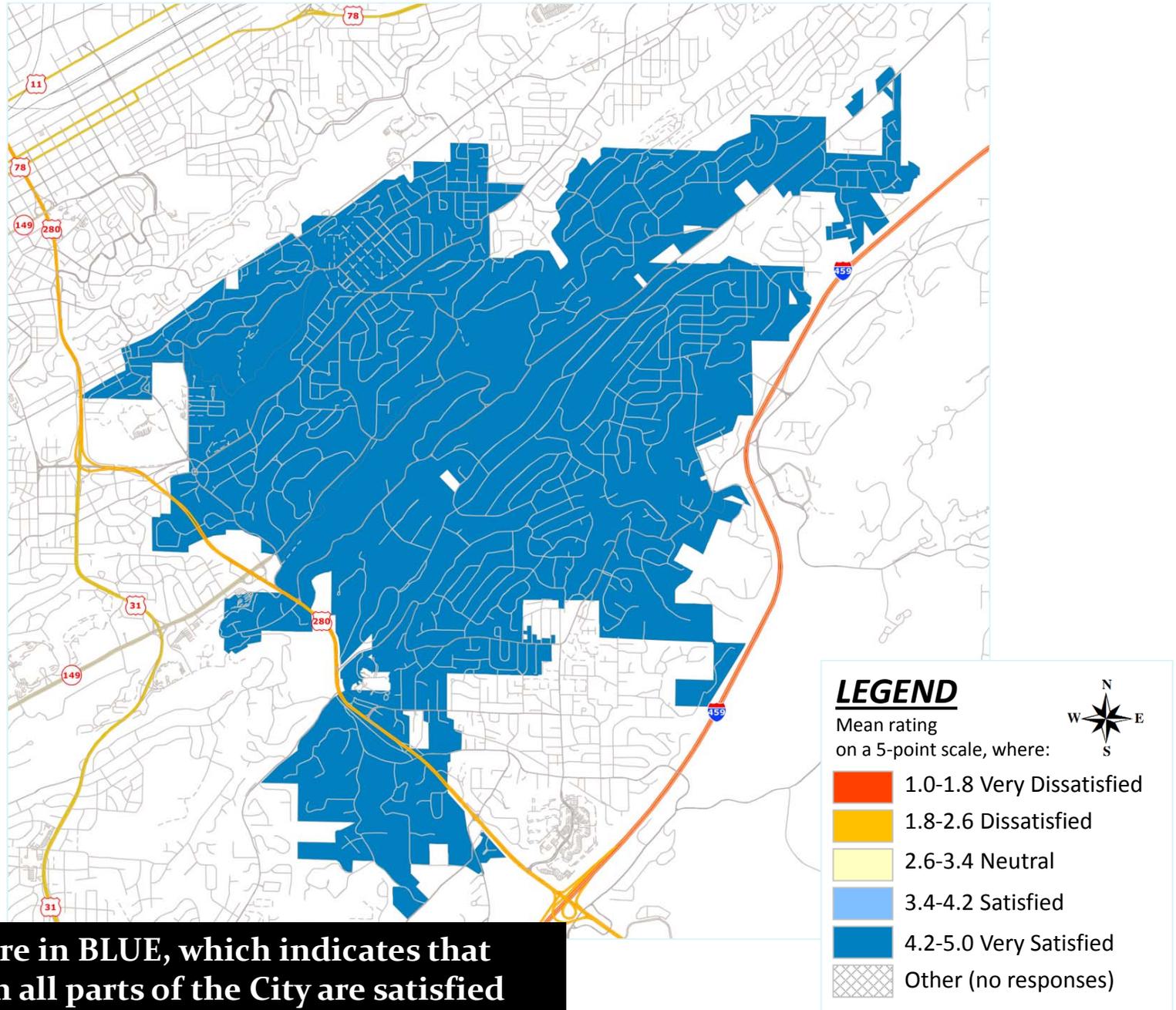
Source: 2014 ETC Institute

**98% or More of Residents Surveyed Were Satisfied with the City As a Place to Live, Raise Children, and Educate your Children**

## **Major Finding #2**

**Overall Satisfaction is High  
in ALL Areas of the City**

# Q3a. Satisfaction with the Overall Quality of City Services Provided



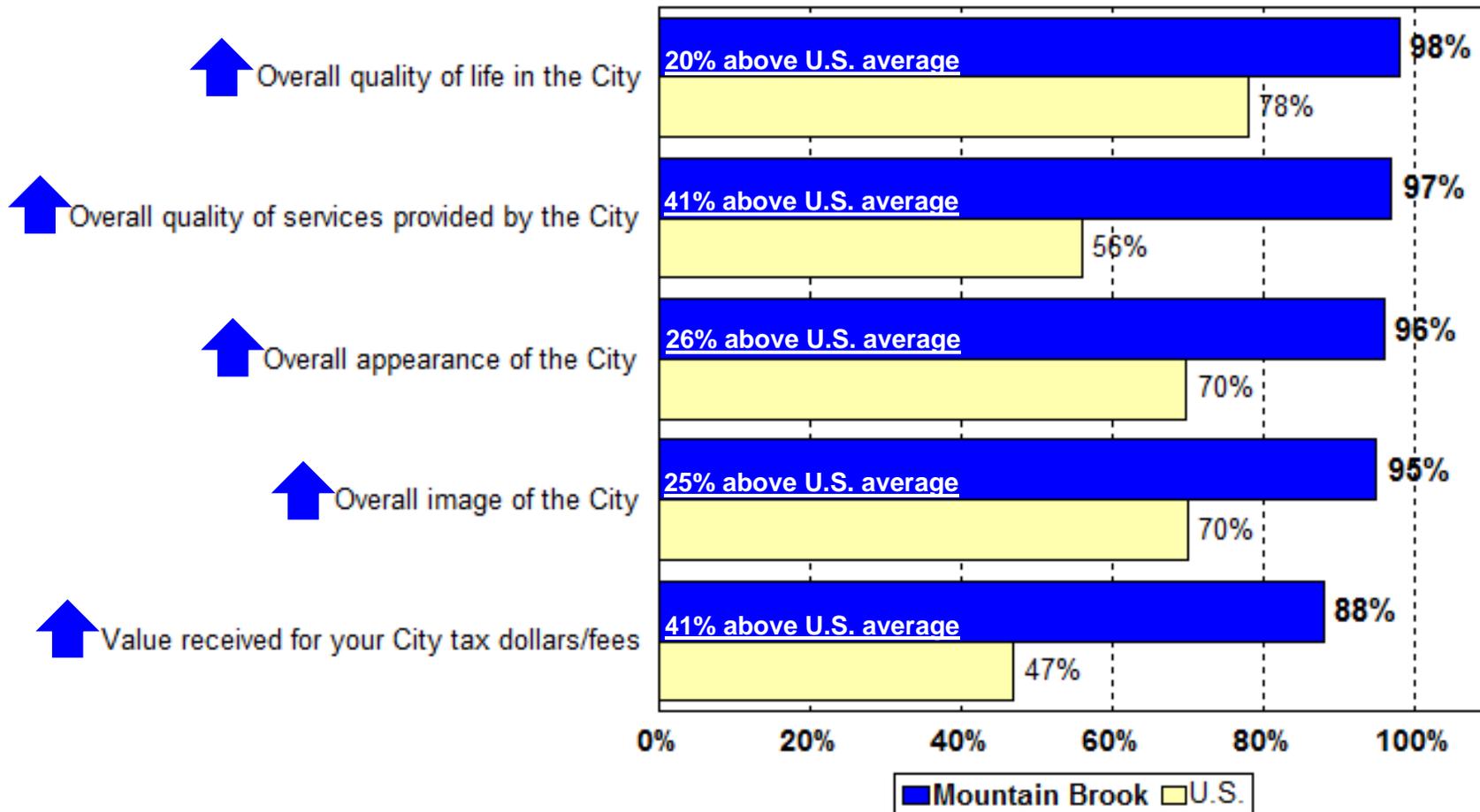
All areas are in BLUE, which indicates that residents in all parts of the City are satisfied

## *Major Finding #3*

Satisfaction Levels in the  
City of Mountain Brook Are  
Significantly Higher than Most  
National Averages

# Satisfaction with Issues that Influence Perceptions of the City Mountain Brook vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



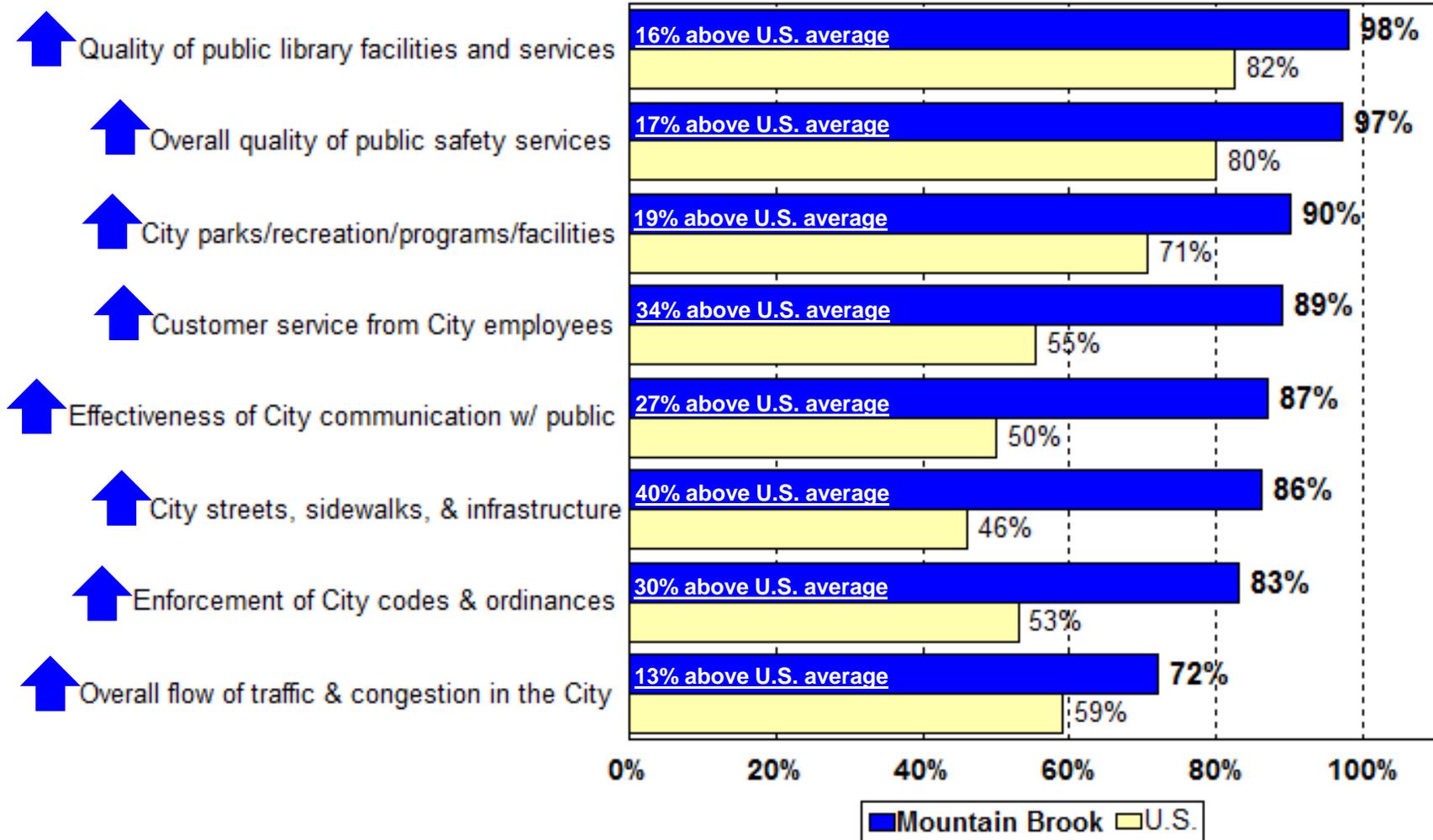
Source: 2014 ETC Institute

**Significantly Higher:** ↑

**Significantly Lower:** ↓

# Overall Satisfaction with Major City Services Mountain Brook vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

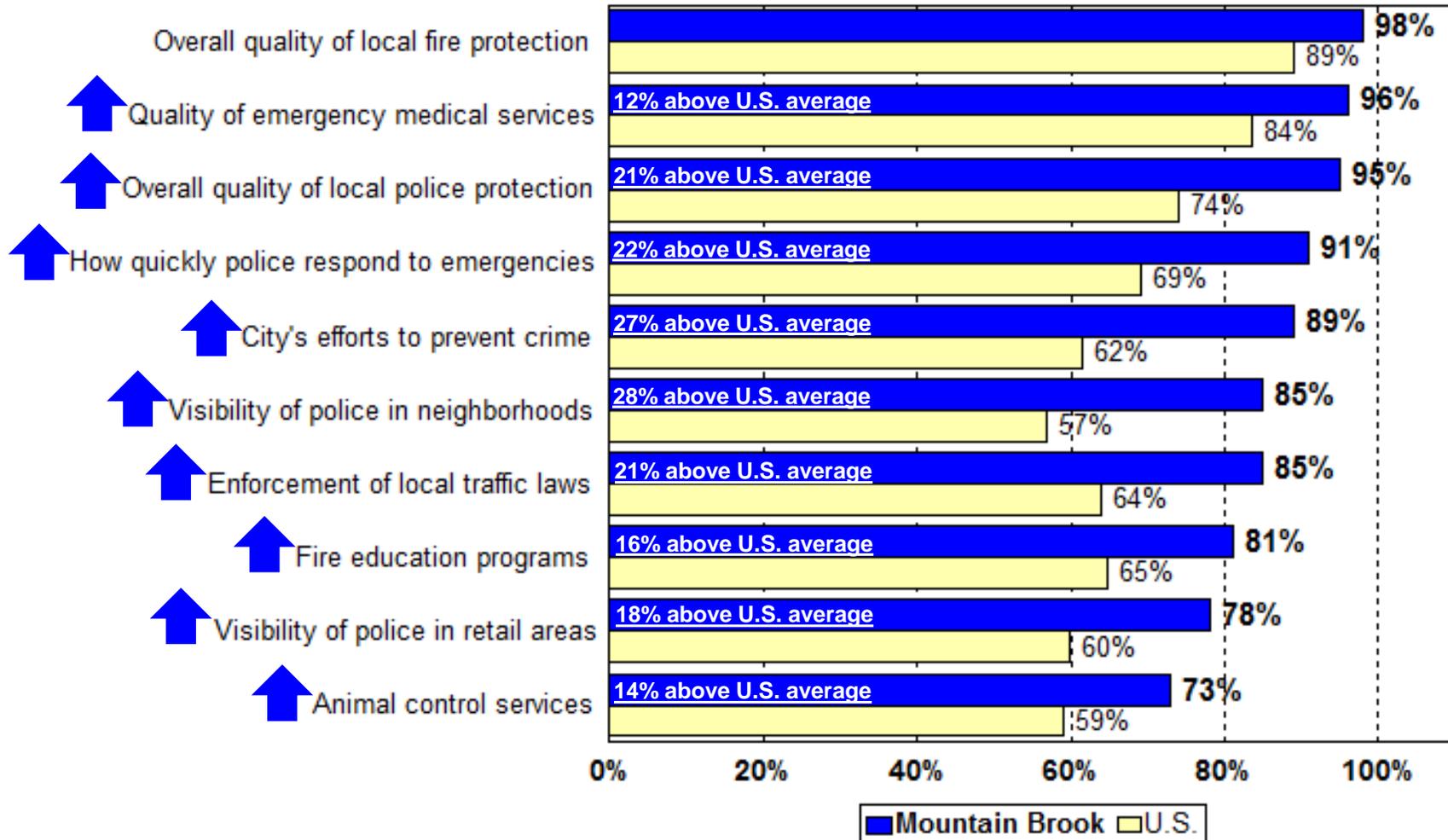
**Significantly Higher:** ↑

**Significantly Lower:** ↓

# Overall Satisfaction with Public Safety

## Mountain Brook vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



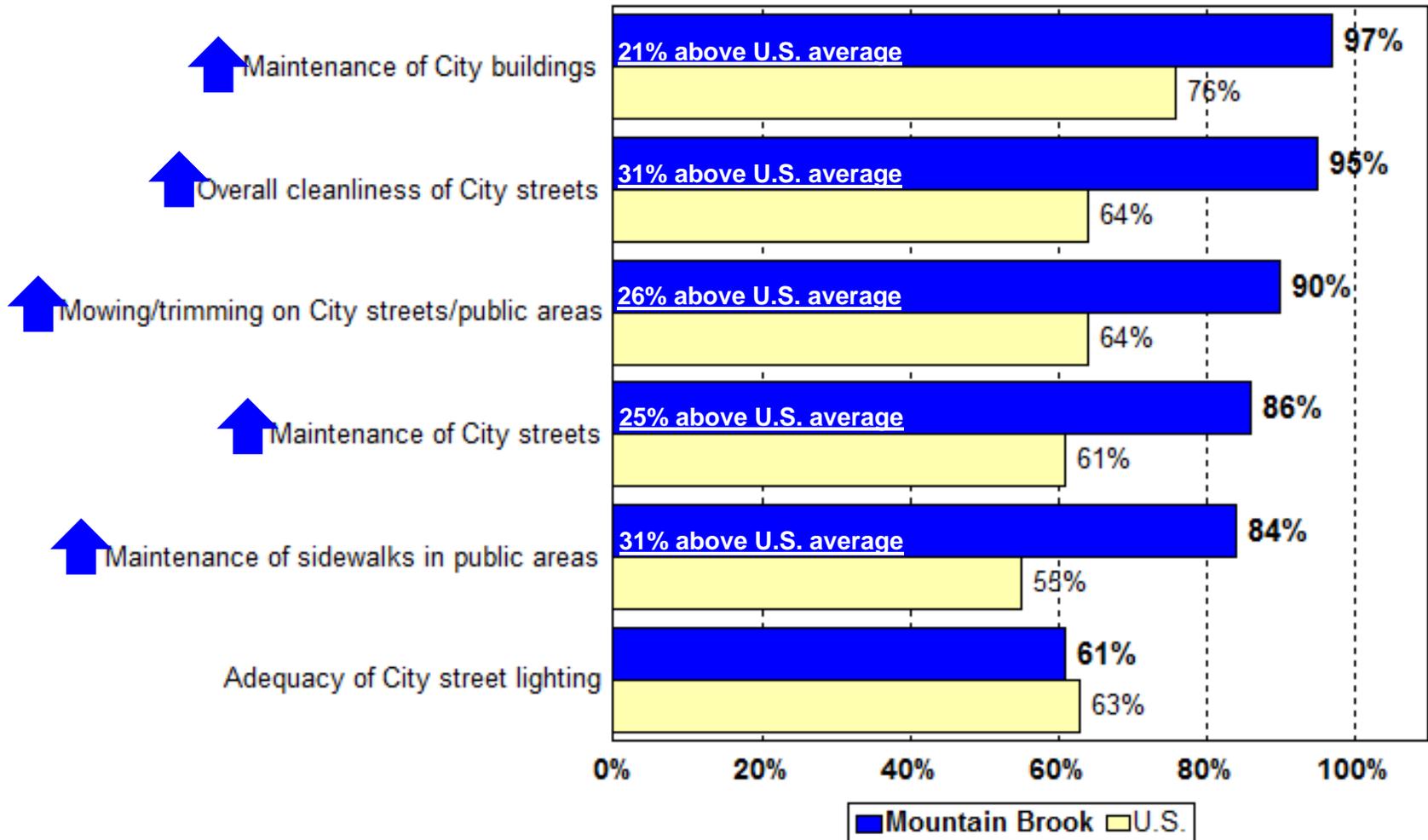
Source: 2014 ETC Institute

**Significantly Higher:** ↑

**Significantly Lower:** ↓

# Overall Satisfaction with City Maintenance Mountain Brook vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



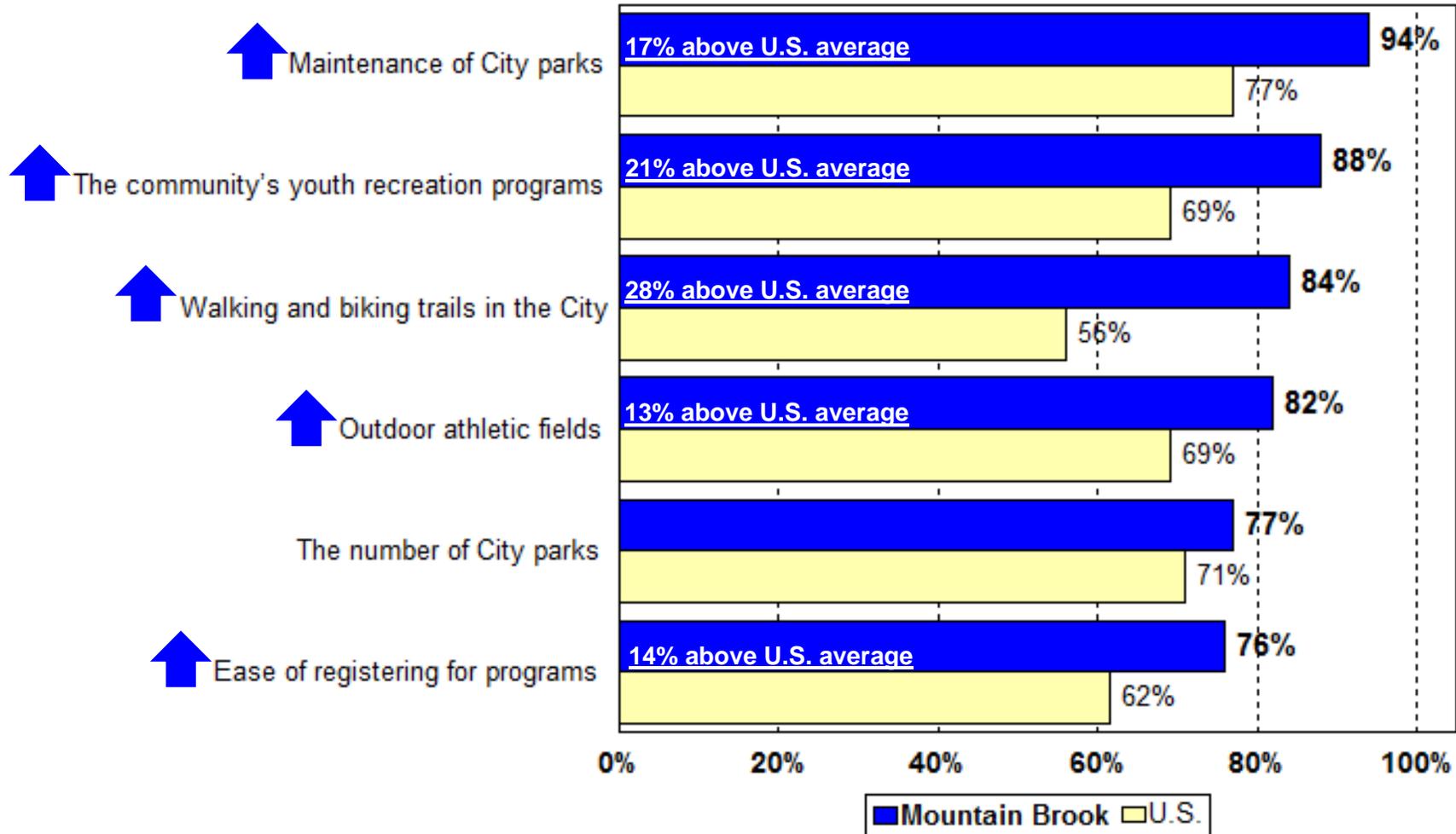
Source: 2014 ETC Institute

**Significantly Higher:** ↑

**Significantly Lower:** ↓

# Overall Satisfaction with Parks and Recreation Mountain Brook vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



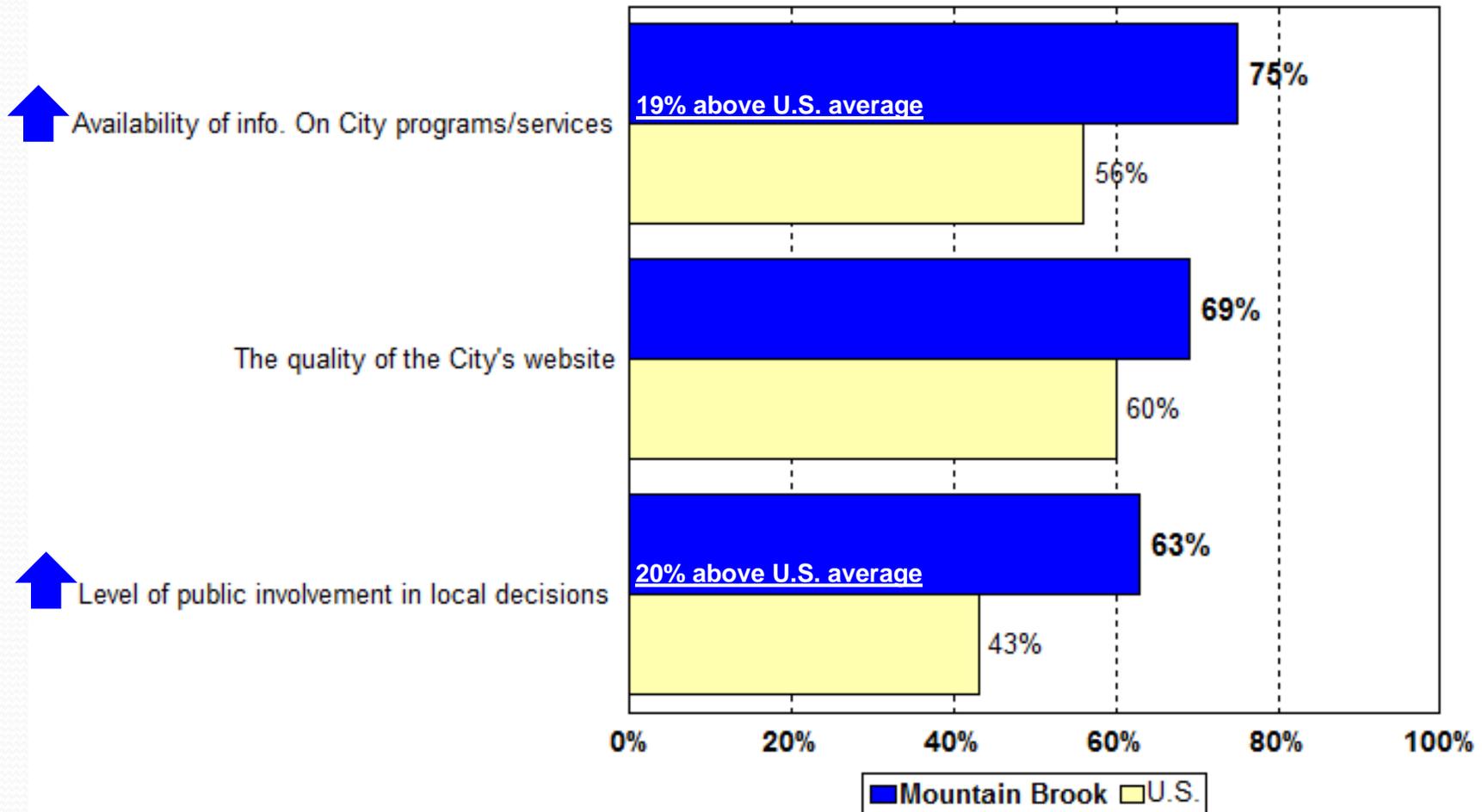
Source: 2014 ETC Institute

**Significantly Higher:** ↑

**Significantly Lower:** ↓

# Overall Satisfaction with City Communications Mountain Brook vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Source: 2014 ETC Institute

Significantly Higher: ↑

Significantly Lower: ↓

## *Major Finding #4*

The management of traffic flow/  
congestion and maintenance of  
City streets and facilities should  
be high priorities over the next  
two years

# Importance-Satisfaction Rating

City of Mountain Brook

## MAJOR CITY SERVICES

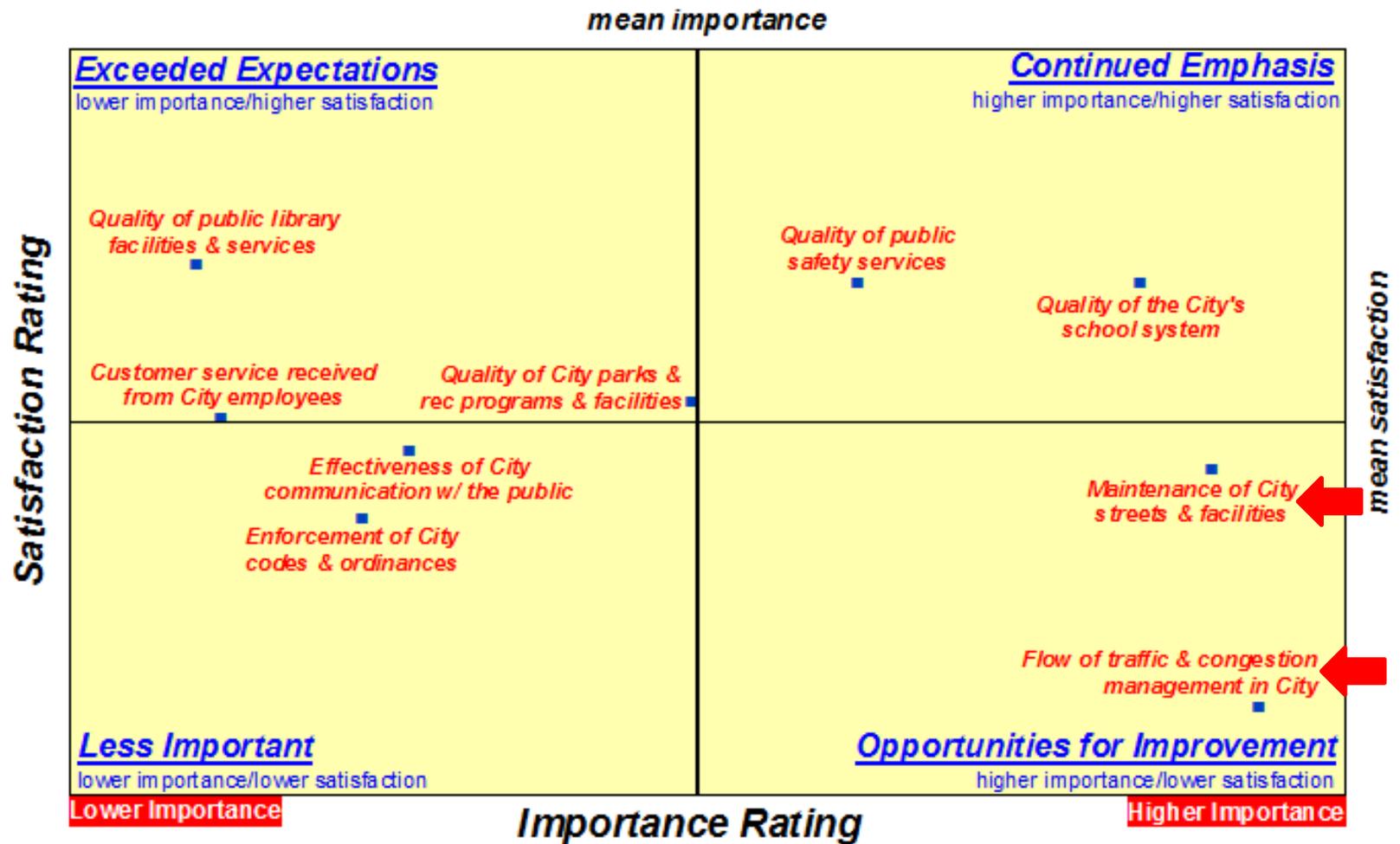
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
<b><i>High Priority (IS .10-.20)</i></b>						
Flow of traffic & congestion management in City	51%	1	72%	9	0.1428	1
<b><i>Medium Priority (IS &lt;.10)</i></b>						
Maintenance of City streets and facilities	49%	2	86%	7	0.0686	2
Quality of City parks & rec programs & facilities	27%	5	90%	4	0.0270	3
Enforcement of City codes and ordinances	13%	7	83%	8	0.0221	4
Effectiveness of City communication w/ the public	15%	6	87%	6	0.0195	5
Quality of the City's school system	46%	3	97%	2	0.0138	6
Quality of public safety services	34%	4	97%	2	0.0102	7
Customer service received from City employees	7%	8	89%	5	0.0077	8
Quality of public library facilities and services	6%	9	98%	1	0.0012	9

Highest Priorities: ←

# Mountain Brook 2014 Citizen Survey Importance-Satisfaction Assessment Matrix

## -Overall City Services-

(points on the graph show deviations from the mean importance and Satisfaction ratings given by respondents to the survey)



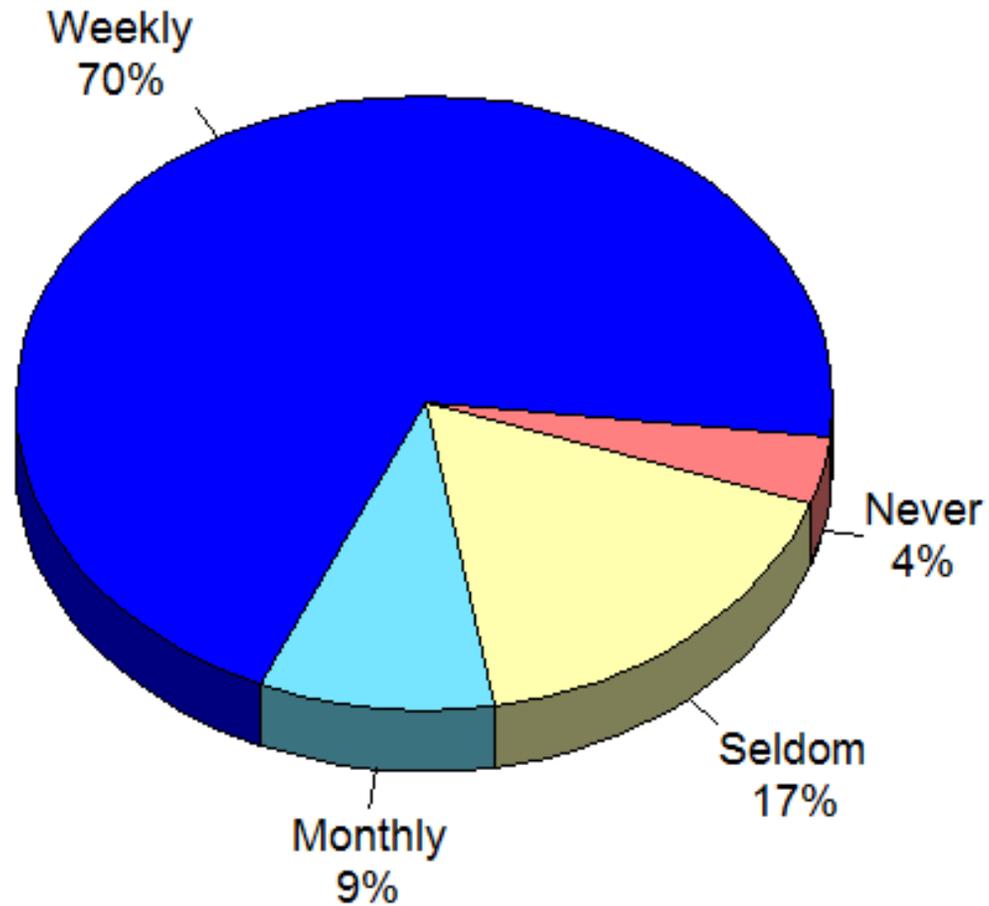
Source: ETC Institute (2014)

Highest Priorities: ←

# *Other Findings*

# Q17. How often do you use City sidewalks?

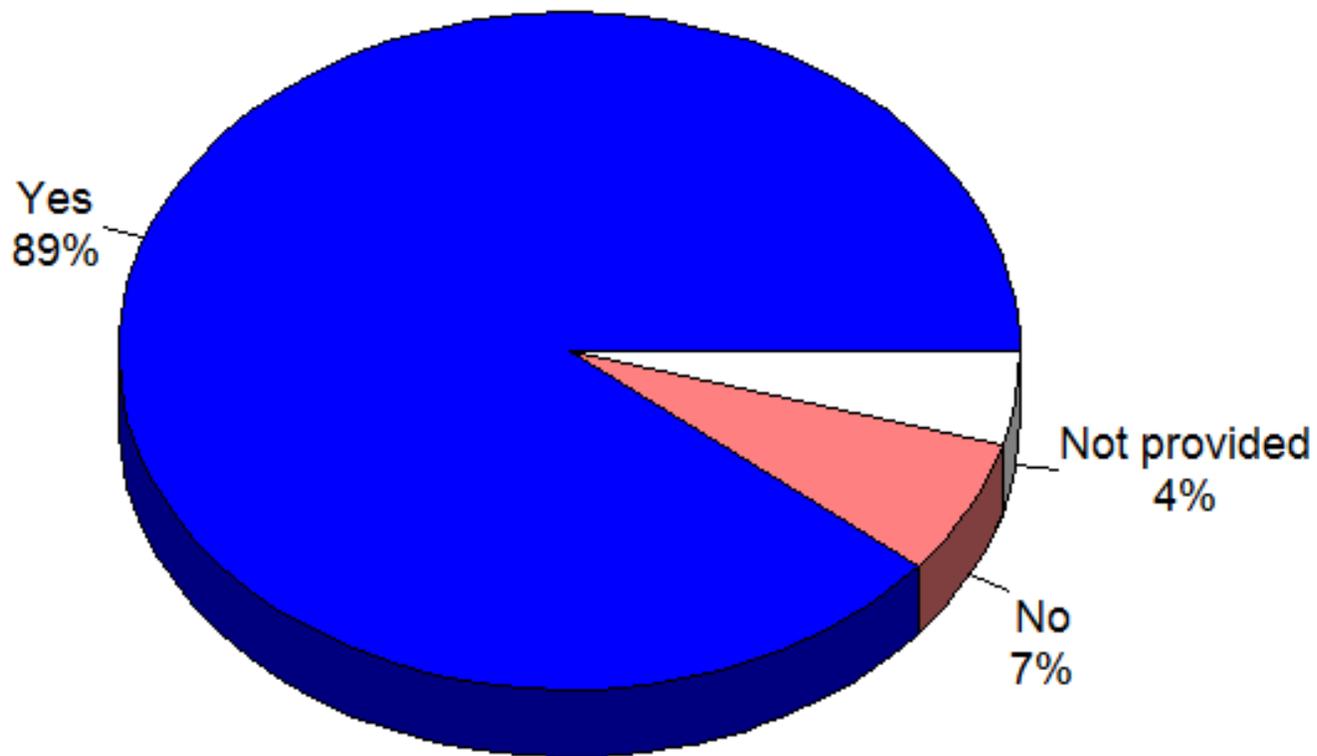
by percentage of respondents



Source: 2014 ETC Institute

# Q19. Do you find the City's quarterly newsletter (The Reporter) informative and useful?

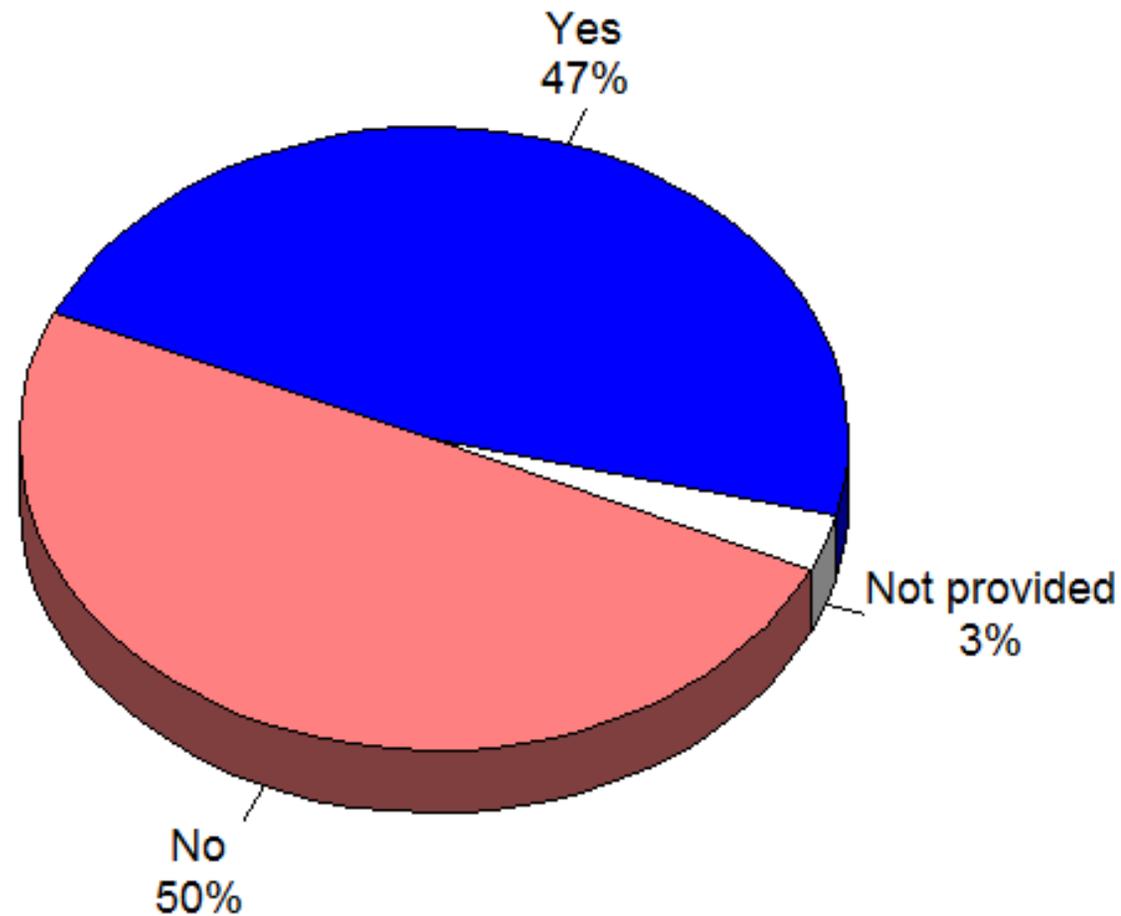
by percentage of respondents



Source: 2014 ETC Institute

Q20. Would you be interested in receiving the City's quarterly newsletter (The Reporter) electronically, either from an email or from the City's website?

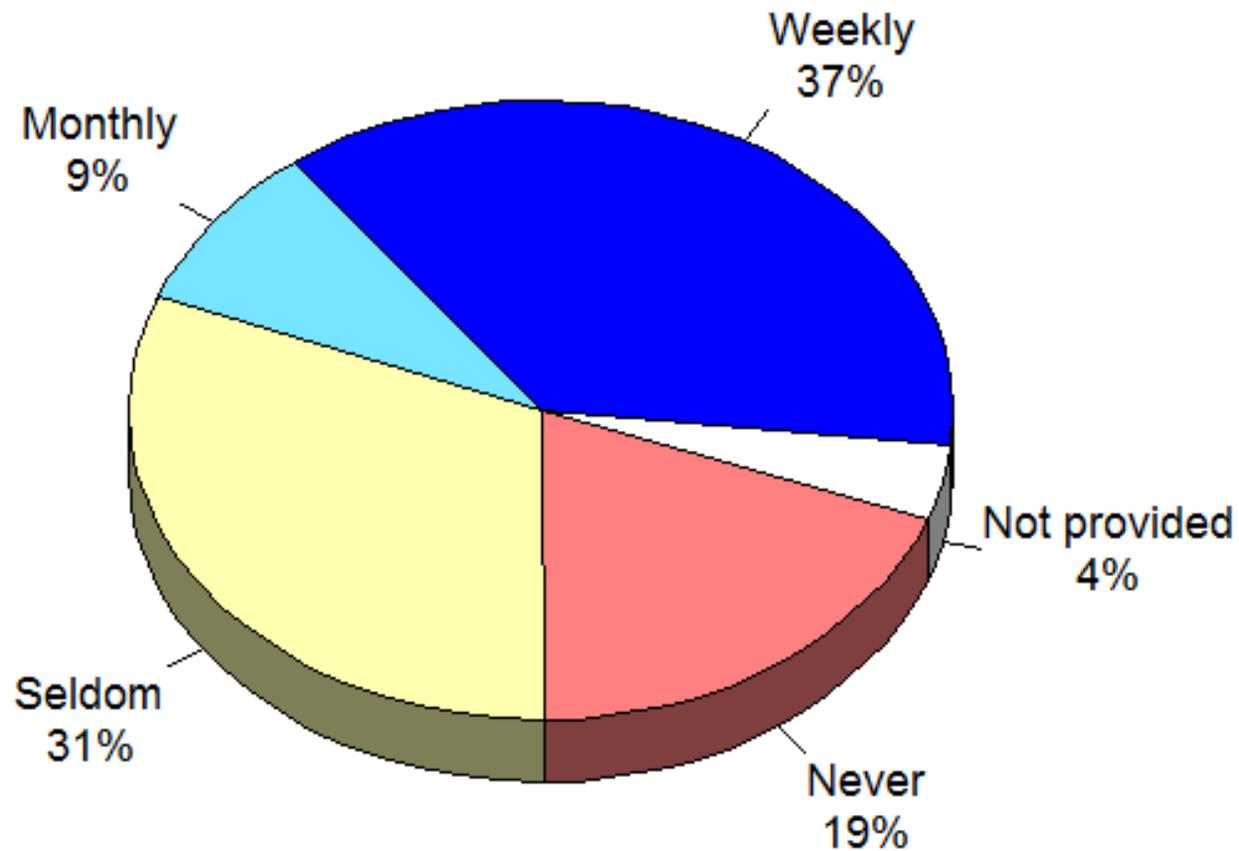
by percentage of respondents



Source: 2014 ETC Institute

## Q25. How often do you use public WiFi networks?

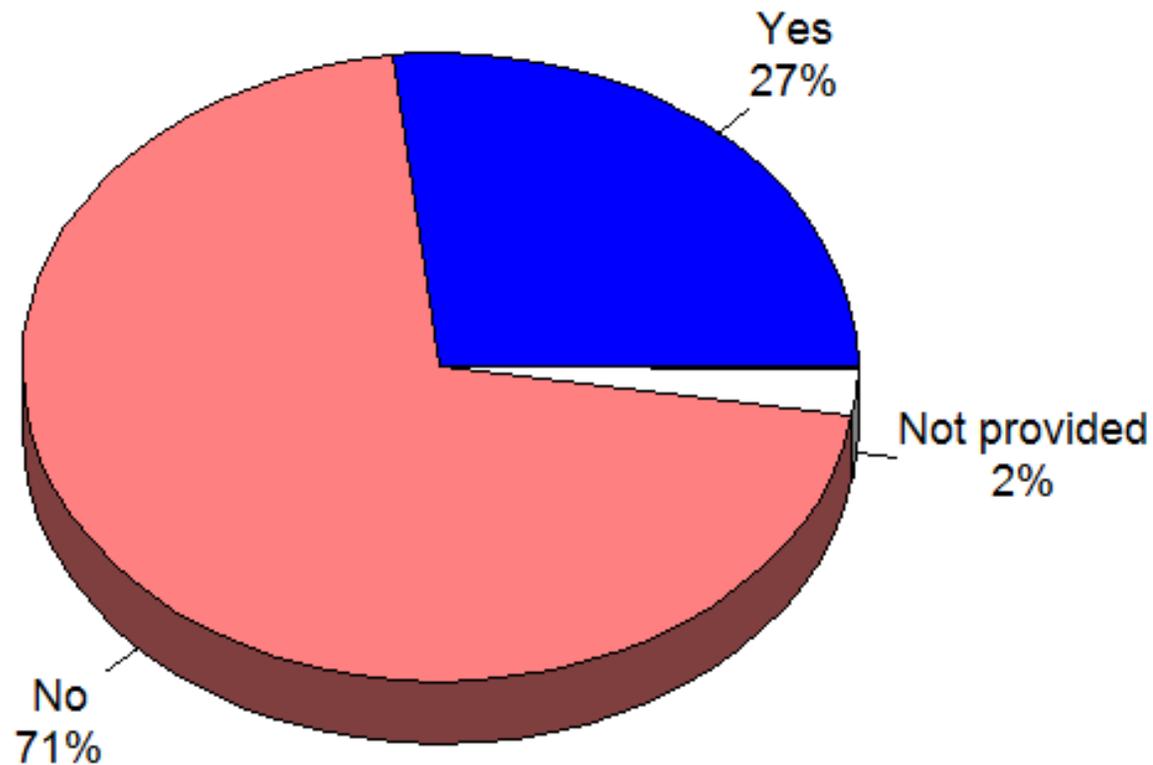
by percentage of respondents



Source: 2014 ETC Institute

Q26. Have you used one of the City's new public WiFi networks (Crestline, Overton Park, MBHS and adjacent Athletic Complex, Library)?

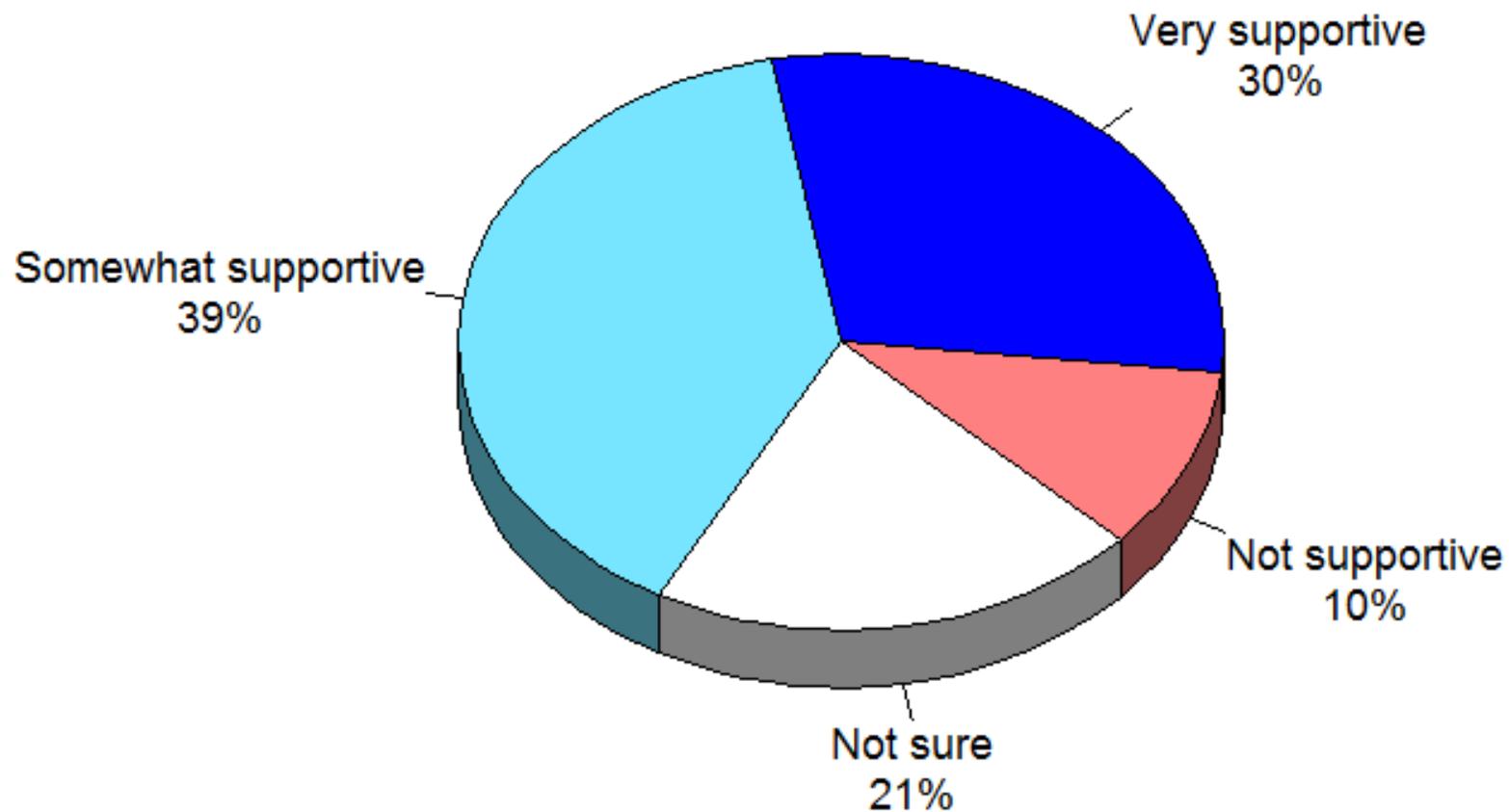
by percentage of respondents



Source: 2014 ETC Institute

# Q31. In general, how supportive are you of having the City use incentives to attract businesses?

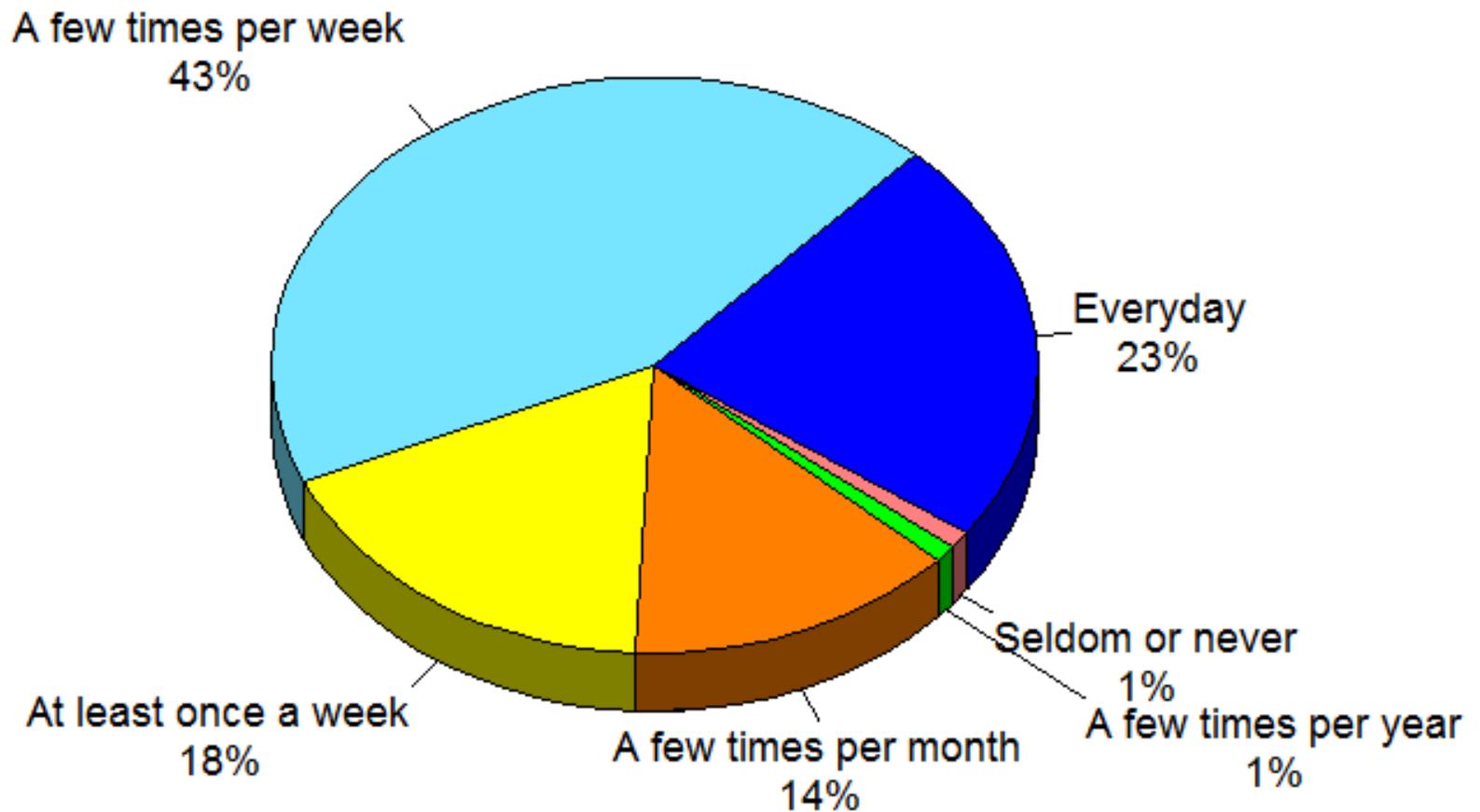
by percentage of respondents



Source: 2014 ETC Institute

# Q32. How often do you typically go outside Mountain Brook city limits to shop?

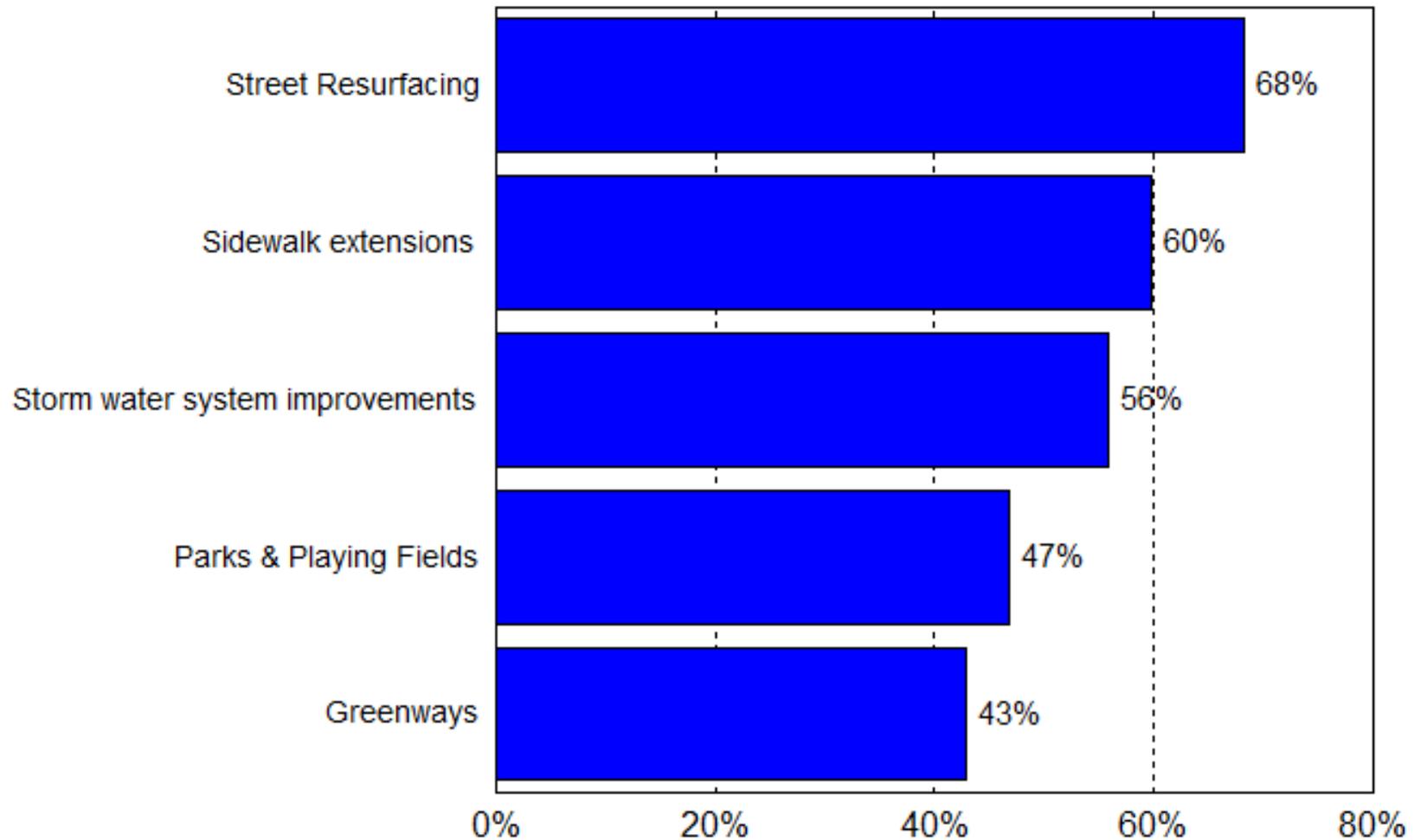
by percentage of respondents



Source: 2014 ETC Institute

# Q34. Of these Capital Improvements, which three would you select as the most important?

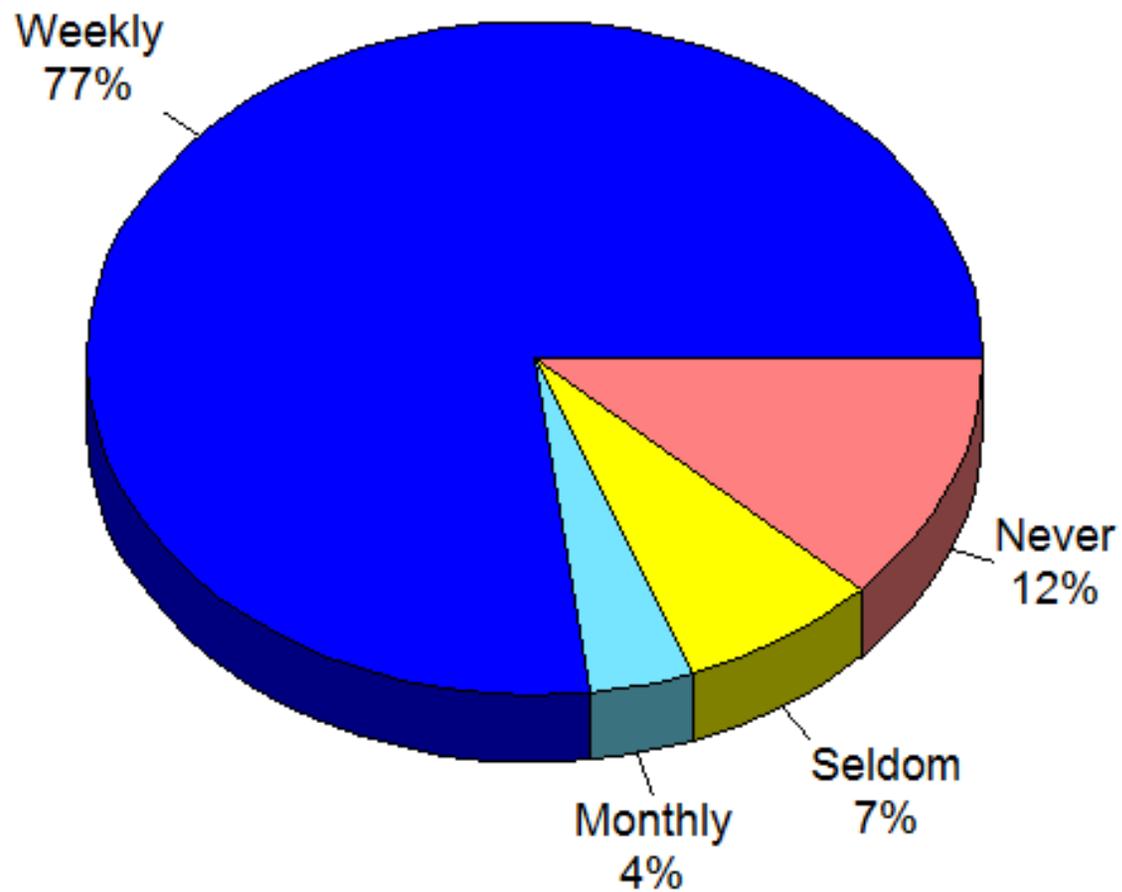
by percentage of respondents (sum of top 3 choices)



Source: 2014 ETC Institute

## Q36. How often do you recycle?

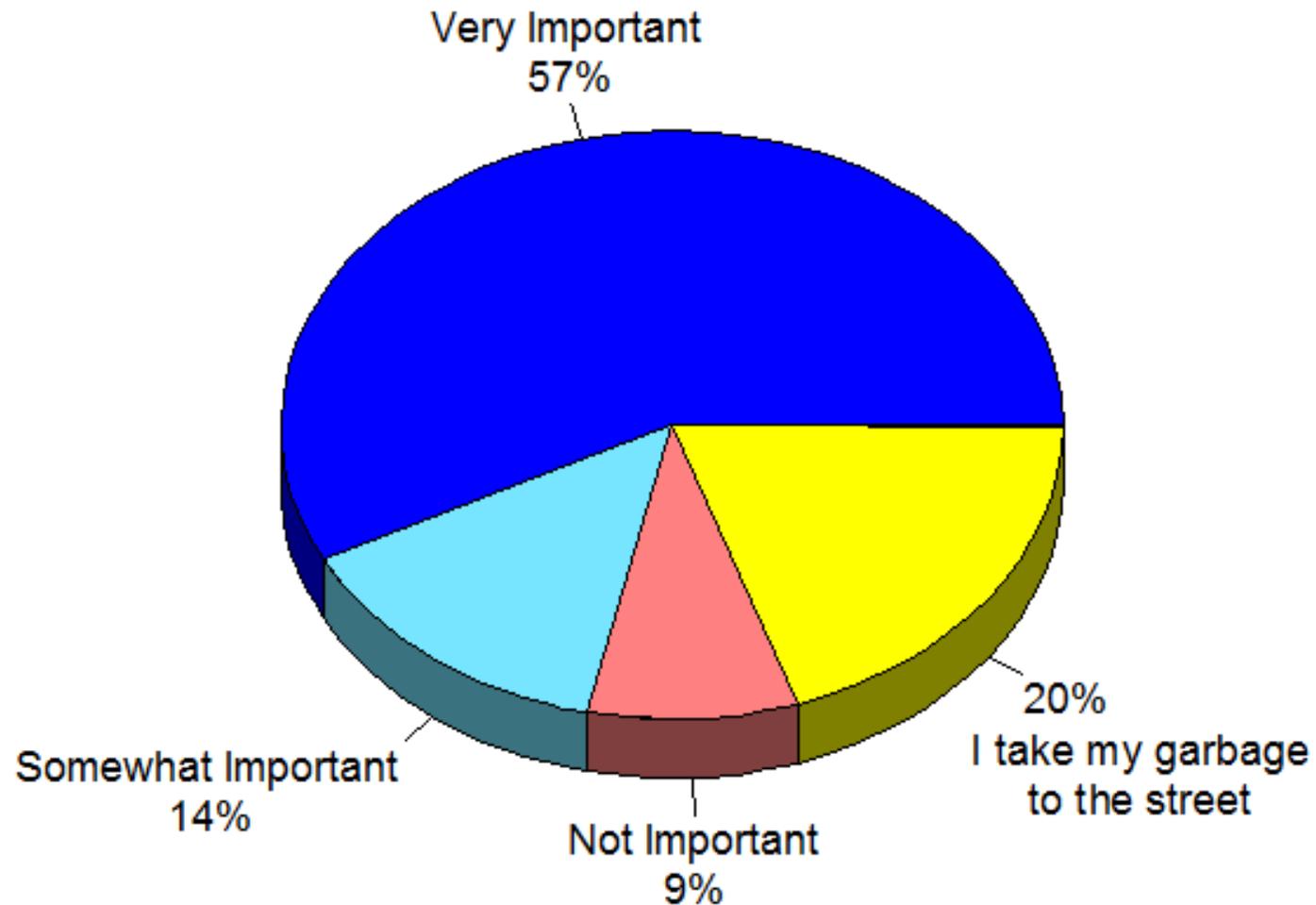
by percentage of respondents



Source: 2014 ETC Institute

# Q37. How important do you feel it is for the City to provide back door garbage pick up?

by percentage of respondents



Source: 2014 ETC Institute

# Summary and Conclusions

- Residents have a very positive perception of the City
- Mountain Brook is setting the standard for service delivery among other U.S. cities
  - ❑ Overall satisfaction with City services rated 41% above the national average
  - ❑ The City rated at or above the national average in 37 of the 38 areas that were compared
- The City's priorities are closely aligned with the expectations of residents.
- The management of traffic flow/congestion and maintenance of City streets and facilities should be high priorities over the next two years.

# Questions?

THANK YOU!!

# **Proposal for Blue Light Emergency Phone System**

**John Buchanan  
Anne Merrick Hamilton  
Jake Fleisher  
Mary Parker Wetzler  
Leadership Mountain Brook**

**Submitted to—  
Mountain Brook City Council**

# Contents

- Executive Summary 3
  
- Statement of Problem 4
  
- Objectives X
  
- Technical Approach X
  - Identifying Needs of Residents X
  - Identifying Target Specifications X
  - Generating Design Concepts X
  - Selecting Design Concept X
  
- Project Management X
  - Deliverables X
  - Budget X
  - Communication and Coordination with Sponsor X
  
- Conclusion X

## Executive Summary

Our group would like to implement an Emergency Blue Light System in the Cahaba River Park in Mountain Brook. Due to communication difficulties in certain areas of Mountain Brook, emergency response times have suffered. These call boxes would directly link the areas to the dispatchers and would eliminate miscommunication between cities. These services are used throughout the country with great success. Ultimately this would help the citizens of Mountain Brook and aid the police and fire departments.

## Statement of the Problem

The Cahaba River Park borders different cities and the calls often go to the dispatchers of surrounding cities. Often the calls do not reach Mountain Brook dispatchers and the calls are not always transferred to Mountain Brook. In addition, people swimming in the river will not have their cell phone on them and if something goes wrong there needs to be a way to get the police and fire department on scene quickly.

## Objectives

1. Lessen the likelihood of a drowning in the future of new Cahaba River Park.
2. Add blue light systems into next year's city budget.
3. Provide reliable emergency communication.

## Technical Approach

First, the blue light systems will need to be purchased from an authorized retailer recommended to us from UAB. Once the systems have been purchased the city will need to cover the installation costs since the company does not

install the boxes. This means that the city will need to hire an electrician or outside company to install the boxes. Once the boxes are installed they will be ready for public use.

### Resident Needs

The residents of Mountain Brook and other neighboring cities need this blue light system for a variety of reasons. These systems create a sense of security for customers because it makes them feel that someone is close by to help them. Also, these systems could be the difference between life and death for a person who is in need of help while they are in the river.

### Target Specifications

The residents that visit Cahaba River Park will be most at risk while near the river especially on the fishing ledge and outdoor classroom. It is for this reason we feel that two blue light systems, one at the outdoor classroom and one at the fishing ledge, should be implemented. These two sights are where the residents need the emergency call boxes the most.

### Generating Concepts

Our group spoke to Chief Cook and other police officers about doing a blue light system on Jemison trail as our original proposal. Chief Cook recommended doing the call boxes at Rathmell, the Mountain Brook Baseball Fields, and The Cahaba River Park due to the fact that these areas border several counties and phone calls are often sent to other counties which causes response time to suffer.

### Selected Concept

Our leadership group felt that the blue light systems would be most needed and most effective at the new Cahaba River Park since they would have the possibility to save lives. Ultimately, we decided to focus solely on this park and the locations inside of the park where the blue light system would most be needed.

## **Project Management**

- 1. Present proposal to city council for approval.**
- 2. Select final locations for Blue Light Systems.**
- 3. Implement Blue Light System into city budget.**
- 4. Include repairs and upkeep in budget.**
- 5. Pay electrician or company to install boxes.**
- 6. Make sure that the Blue Light Systems are connected to a phone line.**
- 7. Have Blue Light Systems directed to Mountain Brook Dispatchers.**

## **Deliverables**

The users of the new Cahaba River Park will be receiving a sense of security, quicker response time from the police department and the fire department, and a way to contact emergency response teams in the event of an emergency near the river.

## **Budget**

### **Communication with Police and Fire Departments**

Our team has already been in contact with the police department through email and meetings. We would hope to continue this type of communication with both departments until the boxes are implemented and working correctly.

## Conclusion

The residents of Mountain Brook that use the new Cahaba River Park will gain an innumerable amount of benefits from the Blue Light Systems. People will feel better about being close to the Cahaba and even getting into the Cahaba since they know that help is just a button away. Our team would love to implement these systems to prevent a drowning death that could have been avoided. This park does not need to have someone die near it before the city decides to put in one of these call boxes. We as a city need to be proactive and prevent such an event in order to protect the citizens of Mountain Brook. The money that goes to pay for these call boxes is nothing compared to the chance that they could save someone's life because a life is priceless.

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# BDN MAINE Piscataquis

Monday, April 14, 2014 Last update: 3 p.m.

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59° 50°  
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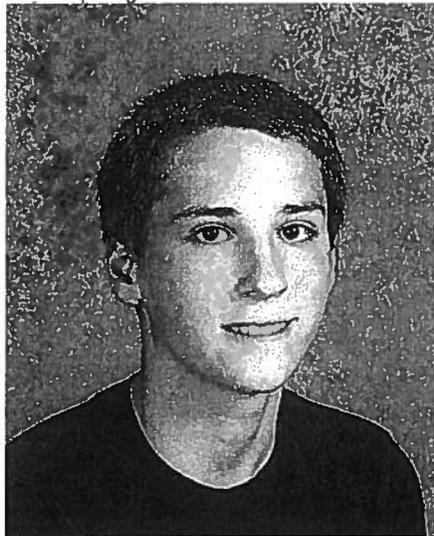
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## Mother of teen who drowned in Sebec River raises funds for emergency response phone tower

By Alex Barber, BDN Staff  
Posted July 12, 2013, at 8:34 p.m.

[Play](#) [Prev](#) | [Next](#) 3 of 8



Foxcroft Academy photo



SEBEC, Maine — The day after Dacano Arno drowned last month, Jody Arno saw people jumping off the Sebec River Bridge into the water just as her son had done the evening he died.

She knew she had to do something to help prevent other parents from experiencing the pain she was feeling.

Dacano, 17, drowned in the rapid current near the dam downstream from the bridge on June 3. The Dover-Foxcroft teen is credited with pushing another teen to safety before being dragged under the water.

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2. Body found in Penobscot River
3. Toddler paralyzed by gunshot feeding herself, talking, family friend says
4. Police shoot, kill Windham man after he brandishes gun

Others there that evening tried in vain to contact police on their cellphones to get help. But there's little to no cell service in that area.

Bangor Daily News believes an emergency response tower will help shore up response times for future emergencies. So she has led the effort to have a tower similar to those found on college campuses installed near the bridge.

"With having no cell service in this area, it becomes very difficult to get emergency services here," Arno said on Friday, more than five weeks after her son's death. "It's optimal to have a hard-line service."

The Dover-Foxcroft Kiwanis Club, friends and family have helped raise more than \$9,000, she said. That money will be used to purchase a tower that will enable people to call the Piscataquis County Sheriff's Department with the push of a button. The tower also will have a flashing light, siren and video camera. The person calling in the emergency will be able to talk with a dispatcher.

It will be painted blue, which was Dacano's favorite color, she said. A face plate will carry Dacano's name.

Piscataquis County Sheriff's Office Chief Deputy Bob Young said the tower is a good idea.

"If you can do something to get a faster response, it will be helpful," he said.

The area below the dam where Dacano and his friends were swimming is posted as off limits. High water flowing over the dam and through the turbine overflow can create powerful currents.

Dacano was described as a strong swimmer, but Dover-Foxcroft Fire Chief Gerald Guyotte said last month he didn't believe anyone could have survived in that current.

Jody Arno said the 9-foot-tall pole is necessary because it is apparent kids will continue to jump off the bridge and swim in the river.

"If they put up a 10-foot fence, they're going to bring an 11-foot ladder," she said. "They're going to jump it. That's typical of kids."

"I think it's a wonderful idea," said Jess Mallar of Dover-Foxcroft, who stopped by the bridge to greet Arno on Friday. "Having a hard line to emergency services could potentially save a lot of lives. I'm devastated that it took a tragedy like this to make it happen."

Mallar agreed that little can be done to prevent kids from jumping from the bridge and swimming near the dam.

"It's a rite of passage. I've watched a lot of people do it over the years," she said.

Arno said Dacano would have wanted the tower as well.

"I think this is something he would feel very strongly about," she said. "His brother, Darango, is in the same thought process — to actually take this money and do something that could help another family so they don't have to go through this."

Arno said the past few weeks have been difficult for her and her family, but especially for Dacano's twin brother, Darango.

Darango also was swimming in the river the day his brother drowned. He reached for Dacano and grabbed his hand before Dacano slipped away.

"They were mirror twins. They were the exact opposite," said their mother, mentioning that Dacano was left-handed while Darango is right-handed. "It wasn't until they were 12 years old I could get them to sleep apart."

She said Darango has been unable to revisit the spot where his brother drowned.

The loss of Dacano was felt by the whole region. Hundreds attended his remembrance ceremony last month. Jody Arno said she received enough sympathy cards to fill two grocery bags.

"It's a small community that's very close," she said.

Arno said she would like to see the tower installed as soon as possible to prevent another tragedy.

Dacano's drowning remains under investigation, Cpl. John MacDonald of the Maine Warden Service said in an email on Thursday.

### More slideshows



Way of the Cross re-enactment helps Bangor-area



Family, community and athletic experiences aid



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Verona Island sailor returns to Maine after 5.000-

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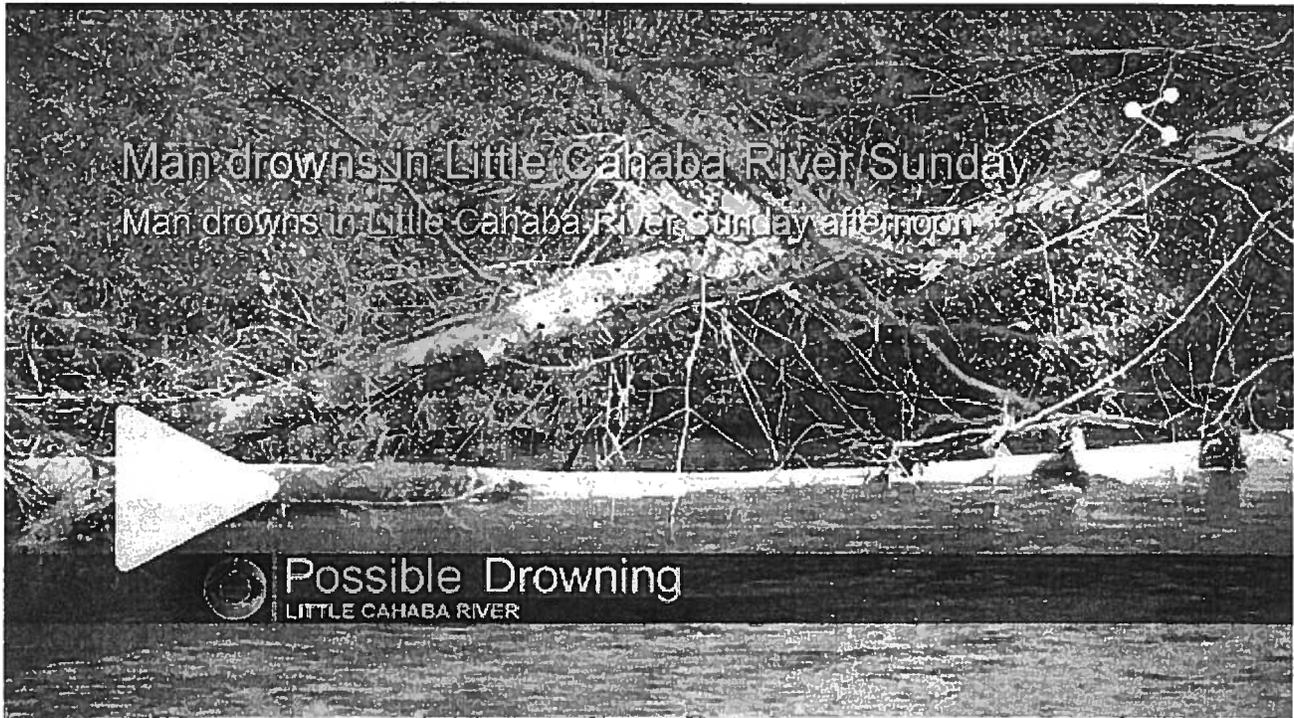
Criminal Records Online

# Man drowns in Little Cahaba River Sunday afternoon

By WIAT Staff

Updated: Monday, April 7, 2014, 2:10 pm

Published: Sunday, February 9, 2014, 1:53 pm



BIRMINGHAM, Ala. (WIAT) — Authorities in Birmingham are on the scene of a drowning off of Sicard Hollow Road and Blue Lake Drive.

The body is submerged and first responders are awaiting a coroner to arrive on the scene before pulling the body out.

A witness says a man flagged him down and told him to call 911 a few minutes after 12 p.m.

He says two men were wading in the river fly fishing and one man stepped in a hole and became stuck.

The witness says he went into the water to try to save the man but the water was so cold it “took the breath out of him.”

CBS42 has a crew on the scene and will update with more information as it becomes available.

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# Woman drowns along the Cahaba River in Bibb County

Print ([http://blog.al.com/spotnews/print.html?entry=/2012/07/woman\\_drowns\\_along\\_the\\_cahaba.html](http://blog.al.com/spotnews/print.html?entry=/2012/07/woman_drowns_along_the_cahaba.html))  
By Kent Faulk | [kfaulk@al.com](mailto:kfaulk@al.com)  
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on July 01, 2012 at 10:55 AM, updated July 01, 2012 at 11:00 AM

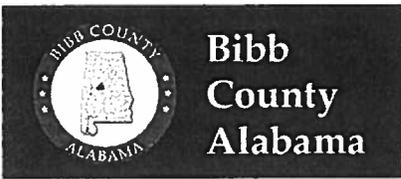
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Woman drowns along Cahaba River in Bibb County on June 30, 2012

BIBB COUNTY, Alabama -- A 32-year-old woman drowned Saturday along the Cahaba River in Bibb County, the Bibb County Coroner's Office reports.

Bibb County Sherriff's deputies were called about 2:30 p.m.

Saturday on a report of a possible drowning along the Cahaba River, near Cahaba Trace Road at West Blocton, said deputy Bibb County Coroner Chuck Martin. Apparently she could not swim, he said.

The body of the woman was recovered about 5 p.m., Martin said. The name of the woman was not being released, pending notification of her family he said. No other details were available this morning, he said.

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These stars raised more than a few eyebrows the day they came 'out.'



Stores Struggle To Keep New Self Tanner In Stock



New currency law goes into effect July 1st, 2014. (Devastating for Seniors)



If you owe less than \$625,000 on your home, use Obama's Refi Program to save up to \$3,000/yr.



Pastor Reveals a 'Biblical Money Code' - Turns \$40,000 into \$396,000 (Shocking)

## ALABAMA PRISONS



([http://blog.al.com/wire/2014/04/what\\_should\\_you](http://blog.al.com/wire/2014/04/what_should_you))

What should you know about Alabama prisons? AL.com readers share their Tutwiler experiences (<http://blog.al.com/wire/2014/04/wh>)

In deeply personal responses, dozens of former inmates, family members of current inmates and volunteers with prison ministries have given detailed accounts of how their experiences with the facility continue to affect their lives.

Sign in with your AL.com, Facebook or Google account  
([https://signup.al.com/sign-in/?return\\_to=http%3A%2F%2Fblog.al.com%2Fspotnews%2F2012%2F07%2Fwoman\\_drowns\\_along\\_the\\_cahaba.html%23comments](https://signup.al.com/sign-in/?return_to=http%3A%2F%2Fblog.al.com%2Fspotnews%2F2012%2F07%2Fwoman_drowns_along_the_cahaba.html%23comments)) or sign up ([https://signup.al.com/register/?return\\_to=http%3A%2F%2Fblog.al.com%2Fspotnews%2F2012%2F07%2Fwoman\\_drowns\\_along\\_the\\_cahaba.html%23comments](https://signup.al.com/register/?return_to=http%3A%2F%2Fblog.al.com%2Fspotnews%2F2012%2F07%2Fwoman_drowns_along_the_cahaba.html%23comments))

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abc 33/40 Health Connections - Perfect Home

## A drowning victim is recovered from the Cahaba River

Posted: Feb 09, 2014 2:26 PM CST

Updated: Feb 09, 2014 10:09 PM CST

Update:

Right now, crews are still trying to remove the body of a fisherman from the Cahaba River.

He drowned in the river just off Highway 280 near Cahaba Beach Road.

The Hoover Dive Team is on the scene.. trying to recover the victim. Birmingham Police say he was doing some fly fishing with a friend when the current pulled him under. This happened around noon.

Police say the man's waders started filling up with water when he was pulled under. His friend ran to get help and flagged down a driver -- who called 9-11. That driver, Joe White, ended up jumping into the cold water to try and save the man, but was unsuccessful.

Joe White says, "I said, I got to try. I went out and it got to about my chin and the cold water took over, so I had to turn around."

Birmingham Police Lt. Sean Edwards, says "One thing that is deceiving, it was such a pretty day today, but yet the lake here, it appears to be kind of aggressive and the river."

Several agencies have been out here since noon working together. Police have not released the name of the victim..

An investigation is still underway.

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Birmingham arrest records. Who do you know?



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New currency law goes into effect July 1st, 2014.[Devastating for Seniors]



Top 10 Child Stars Who Became Broken Adults



Alabama: If your car is used less than 25 miles a day, read this.



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## Coroner confirms identity of teen who drowned in Cahaba River

Posted: Aug 08, 2013 7:34 PM CDT  
 Updated: Aug 15, 2013 7:37 PM CDT  
 By Brianne Britzius - email  
 By Vanessa Araiza - email

TRUSSVILLE, AL (WBRC) - The Jefferson County Deputy Coroner identifies a young drowning victim as Brock Bowman.

Authorities say they were called to the Cahaba River around 5:45 p.m. by neighbors who heard screaming near the water. Soon after they recovered Bowman's body.

Police say that they believe the victim and some friends were tubing at the time. Their preliminary investigation suggests that the victim was caught between two very large boulders and couldn't resurface.

Bowman was reportedly a junior defensive lineman on the Trussville Hewitt High School football team.

The teen's church family, First Baptist Church of Trussville, opened its doors Thursday night for anyone who wanted to pray for the Bowman family.

The church website says there will be a student worship service at 7 p.m. Friday night at the high school room in memory of Bowman. Students and adults are invited, according to the website.

The website also says Bryant Bank and FBC Trussville are setting up accounts for donations to the Bowman family.

Funeral arrangements have not yet been finalized, but are expected to be announced later Friday.

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Birmingham arrest records. Who do you know?



14 Benefits Most Seniors Didn't Know They Had



Top 10 Child Stars Who Became Broken Adults



Birmingham - New rule allows many Alabama residents to get car insurance at half-price.



New Rule in Alabama if you pay for car insurance you better read this.



Men 40+ are seeing shocking boosts in free testosterone with this



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## 13-year-old boy drowns in Cahaba River on outing

---

*By: Associated Press*

*Updated: Tue 3:34 AM, Apr 28, 2009*

CENTREVILLE, Ala. (AP) - The body of a 13-year-old boy who apparently drowned in the Cahaba River while on a weekend trip has been recovered.

Bibb County Coroner Downey McGee said a diver found the body of Camenron Knowles, a student at Triwill Portacras School in Green Pond, at about 11 a.m. Monday.

Authorities said Knowles, from Etowah County, was visiting the Cahaba Wildlife Refuge on Saturday.

McGee said Knowles was at the river swimming with three friends around 4:30 p.m. Saturday when they became tired and decided to return to shore, but he did not make it.

WTVY-TV 285 N Foster Street Dothan, AL 36303 334-792-3195



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**Share**

**STANDARD TOWER CONFIGURATION (ETP-MT/R-OP-PCS) \$4865 LIST PRICE**

**Tower Color** (to match a color contact Talkaphone)  
 Safety Blue  Safety Red  White  Black  Other (Color Chart Paint #) \_\_\_\_\_

**Reflective Lettering Text**  
 Emergency  Assistance  Help  None  Other \_\_\_\_\_

**Reflective Lettering Color**  
 White  Black  Red  Other (Color Chart Lettering #) \_\_\_\_\_

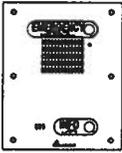
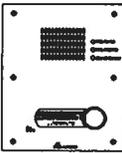
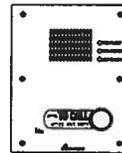
**Lighting Voltage**  
 120VAC  24VDC/12VDC/24VAC (select if ordering power charging system)

**Tower Height**  
 Standard (9'0")  Custom Height \_\_\_\_\_ (Call for quote)




**PHONE CONFIGURATION (add) LIST PRICE**

<b>Analog Phones</b>		<b>VOIP-500 Series Phones</b>	
<input type="checkbox"/> One button: "EMERGENCY" (ETP-400)	\$655	<input type="checkbox"/> One button: "EMERGENCY" (VOIP-500)	\$1595
<input type="checkbox"/> One button: "TO CALL" (ETP-400C)	\$655	<input type="checkbox"/> One button: "TO CALL" (VOIP-500C)	\$1595
<input type="checkbox"/> Two buttons (ETP-400D)	\$710	<input type="checkbox"/> Two buttons (VOIP-500D)	\$1740
<input type="checkbox"/> One button plus keypad (ETP-400K)	\$790	<input type="checkbox"/> One button plus keypad (VOIP-500K)	\$1815

							
ETP-400	ETP-400C	ETP-400D	ETP-400K	VOIP-500	VOIP-500C	VOIP-500D	VOIP-500K

**Phone Options** (choose one or both)  
 Voice Identification Option (add V to Analog Phone models; included standard with VOIP-500 Series Phones) \$75  
 Color pinhole camera behind phone faceplate (add -OP3 to Analog Phone models; add -3 to VOIP-500 Series Phones) \$600

**OPTIONS (add) LIST PRICE**

**Camera Options**

<input type="checkbox"/> Fixed Camera Ready* (includes camera opening and bracket, no camera) (add -OP2 to tower model)	\$370
<input type="checkbox"/> Fixed Camera Option* (includes Day/Night Camera with Vari-focal lens) (add -OP3 to tower model)	\$1460
<input type="checkbox"/> PTZ Camera Ready (includes arm for mounting your own dome camera) (add -OP4 to tower model)	\$1200
<input type="checkbox"/> Pole Option (includes Ø2.5", 18" L pole above the tower) (add -WP to tower model)	\$730

**Wireless Communications**

<input type="checkbox"/> GSM Cellular Interface for ETP-400 series (ETP-GSM)	\$2150
<input type="checkbox"/> Wireless Interface for VOIP-500 series (VOIP-RF-FM-1100) (requires ETP-MT/R-OP-PCS-WP)	\$1295
<input type="checkbox"/> 12VDC PoE Injector for VOIP-RF-FM-1100 Wireless Interface (VOIP-RF-FM-POE)	\$285

**FOR SWITCHED POWER OPTIONS SEE PAGE 32**

**STANDARD TOWER CONFIGURATION (ETP-MT/R)**

**\$4195 LIST PRICE**

**Tower Color** (to match a color contact Talkaphone)  
 Safety Blue  Safety Red  White  Black  Other (Color Chart Paint #) \_\_\_\_\_

**Reflective Lettering Text**  
 Emergency  Assistance  Help  None  Other \_\_\_\_\_

**Reflective Lettering Color**  
 White  Black  Red  Other (Color Chart Lettering #) \_\_\_\_\_

**Lighting Voltage** (for solar power see Solar Powered Emergency Tower Price Sheet)  
 120VAC  24VDC/12VDC/24VAC

**Tower Height**  
 Standard (9'0")  Custom Height \_\_\_\_\_ (Call for quote)

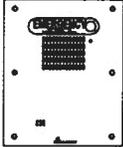
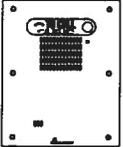
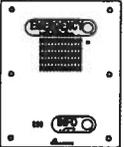
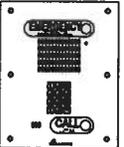
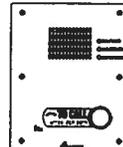
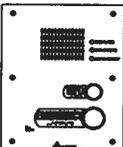
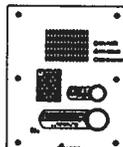



**PHONE CONFIGURATION**

(add) **LIST PRICE**

<b>Analog Phones</b>		<b>VOIP-500 Series Phones</b>	
<input type="checkbox"/> One button: "EMERGENCY" (ETP-400)	\$655	<input type="checkbox"/> One button: "EMERGENCY" (VOIP-500)	\$1595
<input type="checkbox"/> One button: "TO CALL" (ETP-400C)	\$655	<input type="checkbox"/> One button: "TO CALL" (VOIP-500C)	\$1595
<input type="checkbox"/> Two buttons (ETP-400D)	\$710	<input type="checkbox"/> Two buttons (VOIP-500D)	\$1740
<input type="checkbox"/> One button plus keypad (ETP-400K)	\$790	<input type="checkbox"/> One button plus keypad (VOIP-500K)	\$1815

							
ETP-400	ETP-400C	ETP-400D	ETP-400K	VOIP-500	VOIP-500C	VOIP-500D	VOIP-500K

**Phone Options** (choose one or both)

Voice Identification Option (add V to Analog Phone models; included standard with VOIP-500 Series Phones) \$75

Color pinhole camera behind phone faceplate (add -OP3 to Analog Phone models; add -3 to VOIP-500 Series Phones) \$600

**OPTIONS**

(add) **LIST PRICE**

**Tower Camera**

- Fixed Camera Ready (includes camera opening and bracket, no camera) (add -OP2 to tower model) \$370
- Fixed Camera Option (includes Day/Night Camera with Vari-focal lens) (add -OP3 to tower model) \$1460

**Automated External Defibrillator (AED)**

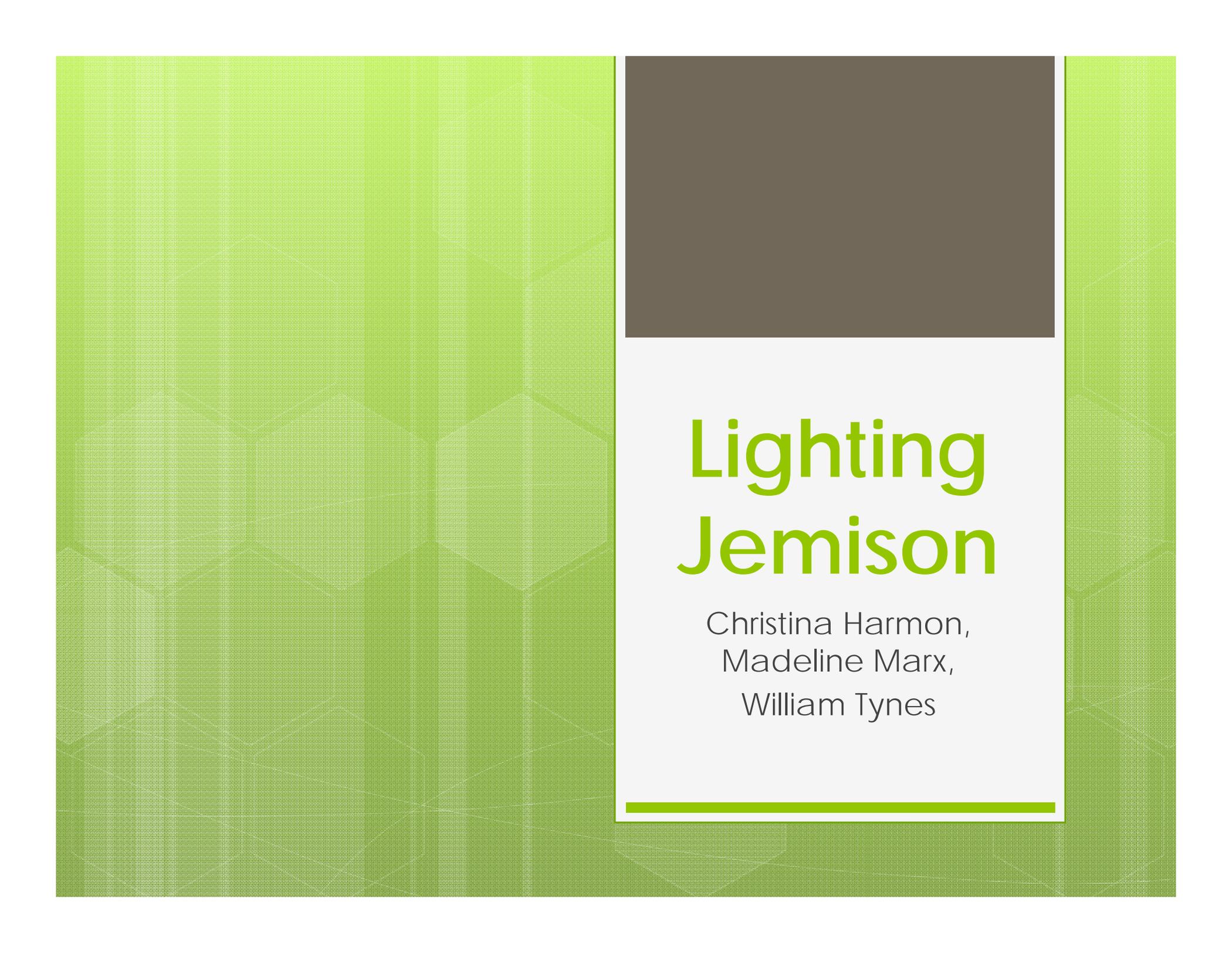
- Secure, recessed AED compartment with lockable door (add -AED to tower model) \$3000
- Thermostatically controlled heater for AED compartment (add -HTR to tower model) \$600

Note: Customer supplies AED unit(s). Storage compartment will fit most brands.

**Parking Deck Mounting Kit**

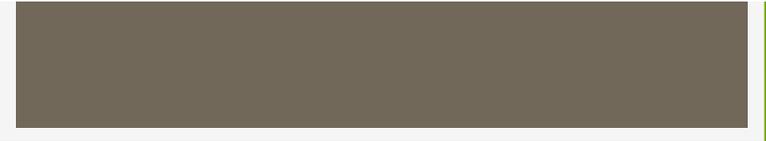
- Galvanized Sandwich plates and bolt kit (ETP-PDMK-4) \$375

**For Wireless or Switched Power Options, use ETP-MT/R OP PCS (PAGE 9)**



# Lighting Jemison

Christina Harmon,  
Madeline Marx,  
William Tynes



★ Our Goal: ★

Improve Street Lights On  
Mtn. Brook Parkway  
Bordering Jemison Trail

# Why?

Reduce light pollution

Uniformity

Aesthetically pleasing

Enhance the city's image

# How?

Met with friends of Jemison Park

Nimrod Long

Sally Worthing

Collaborated with Alabama Power Co.  
to install better street light fixtures on  
Mtn. Brook Parkway

TJ Fincher (205) 226-1742

Robin White (205) 257-4548

# What It Will Look Like



# Cost For All Fixtures

Consultation Fee: \$0.00

Cost of Installation: \$0.00

Current: Monthly - \$80.68

Proposed: Monthly - \$134.18

Current: Annually - \$968.16

Proposed Annually - \$1610.16

# What We're Asking



Revise and renew our lease  
with Alabama Power Co.



# Lighting Jemison

We want to improve the lighting on Mt. Brook Parkway along Jemison Trail from the old and different colored lights to uniform lights that reduce light pollution.



## Current Fixtures

Light Type	Qty.	Cost per Fixture		Total Cost of all Fixtures	
		Monthly	Annual	Monthly	Annual
100w MV Open Bottom	3	\$4.04	\$48.48	\$12.12	\$145.44
400w HPS Standard Gray Cobra	2	\$18.41	\$220.92	\$36.82	\$441.84
150w HPS Standard Gray Cobra	3	\$10.58	\$126.96	\$31.74	\$380.88
<b>Total</b>		<b>\$33.03</b>	<b>\$396.36</b>	<b>\$80.68</b>	<b>\$968.16</b>



## Proposed Fixtures

Light Type	Qty.	Cost per Fixture		Total Cost All Fixtures	
		Monthly	Annual	Monthly	Annual
150w MH Cut-Off Bronze Cobra	6	\$15.07	\$180.84	\$90.42	\$1085.04
350w MH Cut-Off Bronze Cobra	2	\$21.88	\$262.56	\$43.76	\$525.12
<b>Total</b>		<b>\$36.95</b>	<b>\$443.4</b>	<b>\$134.18</b>	<b>\$1610.16</b>

Commodity 2845018  
 350W MH Cutoff Cobra (Sag Glass)  
 Bronze, Type III, Multi-volt  
 MSCL35E0A22GMC3407  
 Photometric Curve: TBD

# M-400 LUMINAIRE WITH CUTOFF OPTICS



### APPLICATIONS

- For roadway, highway or parking lot applications where light trespass could be a problem

### SPECIFICATION FEATURES

- Universal two-bolt slipfitter
- Die-cast aluminum housing with polyester powder gray paint finish
- Adjustable mogul base socket (house side) - E39 standard
- Standardized reflector
- "Dead back" tunnel type, FRP terminal board
- Ⓡ/Ⓢ listed for wet location available as an option
- Metal pest guard standard (not required for 2 in. pipe mounting)
- No-tool PE receptacle
- Plug-in ignitor available
- Cutoff photometrics
- External paddle type stainless steel bail latch
- True 90° cutoff—no light above 90° (meets RP8-2000 for full cutoff) with flat glass

### ORDERING NUMBER LOGIC

MSCL	35	E	0	A	2	2	G	MC3	
PRODUCT IDENT	WATTAGE	LIGHT SOURCE	VOLTAGE	BALLAST TYPE	PE FUNCTION	IGNITOR MOUNTING	LENS TYPE	IES DISTRIBUTION TYPE	OPTIONS
XXXX	XX	X	X	X	X	X	X	XXX	XXX
MSCL = M-400 with 4-Bolt Slipfitter	07 = 70 10 = 100 15 = 150 (55V)	E = Energy Act Compliant Pulse MH (EPMH) S = HPS Standard: HID lamp not included. Q = QL Induction T = Induction Induction: Supplied with lamp.	60Hz 0 = 120/208/240/277 Multivolt 1 = 120 2 = 208 3 = 240 4 = 277 5 = 480 7 = 120X240 8 = 240V Ballast 120V PE Receptacle not reconnectable D = 347 G = 200-277 T = 220 W = 230 50Hz 6 = 220 R = 230 Y = 240 NOTE: Dual voltage connected for lower voltage	See Ballast Selection Table A = Autoreg E = Induction Ballast G = Mag-Reg with Grounded Socket Shell H = HPF Reactor or Lag M = Mag-Reg N = NPF Reactor or Lag P = CWI with Grounded Socket Shell	1 = None 2 = PE Receptacle NOTE: Receptacle connected same voltage as unit except as noted. Order PE Control separately.	1 = Non Plug-In None 2 = Plug-in base and Ignitor	F = Flat Glass * G = Shallow Glass Globe L = Polycarbonate Clear Globe (250 watt Maximum) HPS only * = Previously IESNA Full Cutoff Optics	See Photometric Selection Table M = Medium C = Cutoff * 2 = Type II 3 = Type III 4 = Type IV * = Previously IESNA Full Cutoff Optics	C = Charcoal filter F = Fusing (Not available with multivolt or dual voltage) J = Line Surge Protector, Expulsion Type U = Ⓡ/Ⓢ listed with glass only (60Hz only)



## PHOTOMETRIC SELECTION TABLE

CLEAR REFRACTORS. All light sources are clear.

Wattage	Light Source	IES Distribution Type Photometric Curve Number 35-45XXXX										
		Flat Glass "F"					Polycarbonate		Sag Glass "G"			
		MC2	MC3	MC4*	SC2	SC3	MC2	MC3	MC1	MC2	MC3	SC2
150 (55V)	HPS	0391	0392	N/A	N/A	N/A	C/F	C/F	N/A	0547	0546	N/A
200-400	HPS	1005	1006	0830*	N/A	N/A	1046**	1045**	N/A	0864	0863	N/A
175, 250, 320, 350, 400	EPMH	0348	0347	N/A	N/A	N/A	N/A	N/A	N/A	0544	0545	N/A
	EPMH	*452880	*452882	N/A	N/A	N/A	N/A	N/A	0276	0275	450376	N/A
85	Q	N/A	N/A	N/A	N/A	453614	N/A	N/A	N/A	N/A	N/A	N/A
100	T	N/A	N/A	N/A	2870	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NOTE: N/A = Not Available C/F = Contact Factory  
 \*Requires the use of ED-28 Lamp  
 \*\*250 watts maximum  
 •MC4 N/A with MagReg Ballast

GE Lighting Systems, Inc.  
 www.gelighting.com

# *Leadership Mountain Brook City Flag Proposal*

Haley Fenn, Lindsey Kirk, Brooke Littleton & Jordan Tynes

## **Executive Summary:**

Creating a unique flag for the city of Mountain Brook is a project that will reinforce the values and characteristics of the community. Considering the fact that the majority of the surrounding cities have their own flags, it is only logical that Mountain Brook establishes one of its own. Our group has been very thoughtful with regards to the design of the flag and purposefully incorporated features such as the nature and the deep roots of the community. By implementing a flag distinct to Mountain Brook, it enhances the unity of the community as well as the impression that visitors make of our wonderful town.

## **Introduction:**

Most cities and towns are represented by their distinct flags that are flown with pride throughout the municipality. Unfortunately, the city of Mountain Brook is currently lacking this unifying symbol. A flag will benefit the Mountain Brook community by increasing exposure and acting as recognizable aspect of the town.

## **Project Statement:**

By creating a recognizable design for the city of Mountain Brook and implementing it into a flag, the city can showcase its natural features and community values which make life Mountain Brook exceptional.

## **Background:**

Inspiration for a Mountain Brook city flag originated from Mayor Terry Oden when he expressed his desire to provide Mountain Brook with this vital emblem it is currently lacking.

## Resource Requirements:

We are planning to use already existing flag poles in the following locations:

- Mountain Brook Sports Complex, City Municipal Building, Rathmell, Fire Station 3 (Old Leeds), Memory Triangle, Crestline Elementary, Brookwood Forest Elementary, Mountain Brook Elementary, Cherokee Bend Elementary, Mountain Brook Junior High and Mountain Brook High School

## Schedule:

- Present to City Council on Monday, April 28th
- Estimated Production Time: 2 weeks

## Budget:

\$100-125 per flag (includes materials and screen printing)  
\$50 artist design fee

## Contacts:

Dana Hazen: Provided input and advice on the original design of the flag

Sam Gaston: Informed us of the locations of the potential flag poles the flag could be flown

Graham Nash: Helped us in the design process for the flag's production and used his artist to finalize the design

We have worked with Mountain Brook Sporting Goods and their artist for the screen printing portion of our project.

Dana Hazen ~ City Planner  
City of Mountain Brook  
gastons@mtnbrook.org  
(205) 802-3800

Sam Gaston ~ City Manager  
City of Mountain Brook  
gastons@mtnbrook.org  
(205) 802-3800

Graham Nash ~ Store Manager  
Mountain Brook Sporting Goods  
mbsport@bellsouth.net  
(205) 936-3363

April 28, 2014

Mountain Brook City Council  
56 Church Street  
Birmingham, Al 35213

Louis Wade, Griffen Cope, Jack Ferguson  
Leadership Mountain Brook  
3650 Bethune Drive  
Mountain Brook, Al 35223

To whom it may concern:

We are contacting you concerning a sponsorship opportunity for the Mountain Brook Police Department. The Mountain Brook Police Department is in desperate need of new workout equipment. Although the police station has recently been updated, the workout room is still severely out of date. Some of the equipment is no longer operable. Wright Exercise Equipment, located in Birmingham, has offered us a discounted price of \$11,000 for the new equipment. We need your help raising this money.

You are an important contributor to our community and any donation is appreciated. This is a great opportunity for you to put a lasting impression on the community as well as helping out the Mountain Brook Police Department. Thank you for your consideration.

Sincerely,

Griffen Cope  
Jack Ferguson  
Louis Wade



**6510 1ST AVENUE NORTH  
 BIRMINGHAM, AL 35206  
 (205) 591-6564  
 (205) 592-6756 (FAX)**

**QUOTE**

DATE	QUOTE NO
3/14/2014	33455

<b>NAME / ADDRESS</b>
Mountain Brook Police 100 Tibbett Street Mountain Brook, AL 35213-3714 Sgt. Evans, Matt & James

P.O. NO.	REP
	JH

QTY	ITEM	DESCRIPTION	COST	TOTAL
1	AP-7400	Tuff Stuff 4-Stack Gym Retail \$9599.00	8,100.00	8,100.00
1	Pro310	Pro 310 Octane Commercial Elliptical Retail \$3199.00	2,555.00	2,555.00
1	Deliver/Setup	Freight, Delivery, & Set-Up	345.00	345.00

<b>TOTAL</b>	<b>\$11,000.00</b>
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**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
APRIL 14, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 14th day of April, 2014. 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  
Jesse S. Vogtle, Jr.  
Lawrence T. Oden, Mayor

Absent: William S. Pritchard III

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

**1. AGENDA**

1. Farmer's Market on Vine Street – Laura Powell of Urban Cookhouse.

Motion No. 2014-048 was added to the formal agenda. There will be no live plant or jewelry sales. Council member Vogtle asked that Mr. Selman (barber) be contacted so that he is informed about the event and its potential impact on his business.

2. Hours for evening construction and yard work – Mayor Oden.

Mayor Oden requested that the City Council consider amending Ordinance 1234 (or the business license code) to include the restriction of the use of power equipment (gas-powered leaf blowers and trimmers) by professional yard maintenance workers after 6 p.m. (at least on weekends). This matter will be considered again by the City Council on April 28, 2014.

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith stated that this meeting is adjourned.

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Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
APRIL 14, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 14th day of April, 2014. 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  
Jesse S. Vogtle, Jr.  
Lawrence T. Oden, Mayor

**Absent:** William S. Pritchard, III

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

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

**1. BIRMINGHAM CHILDRENS' THEATRE**

Jack Lemmon, Executive Director of Birmingham Children's Theatre, addressed the Mayor and members of the City Council. The purpose of the discussion is to remind everyone about the Childrens' Theatre. The Theatre reaches approximately 90,000 people annually (more than 3,000 from Mountain Brook). The Theatre also provides programs to The Emmet O'Neal Library. Ticket sales account for 71% of the Theatre's budget—the rest from contributions, grants, and service contracts collectively totaling about \$360,000 annually. The Theatre will be soliciting support from various communities including Mountain Brook in the near future.

**2. PERRY CARROLL, CANDIDATE FOR ELECTION TO JEFFERSON COUNTY CIRCUIT JUDGE, PLACE 10**

Perry Carroll solicited the support of the Mayor and Council members in her bid for election as Jefferson County Circuit Judge, Place 10.

**3. CONSENT AGENDA**

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

Approval of the minutes of the April 14, 2014 meeting of the City Council.

<b>2014-041</b>	Reappoint Elizabeth Dunn to the Mountain Brook Board of Education.	Exhibit 1
<b>2014-042</b>	Authorize the execution of an amended agreement for the purchase and installation of a pedestrian crossing signal at the intersection of Montevallo Road and Overhill Road.	Exhibit 2, Appendix 1
<b>2014-043</b>	Set a public hearing for Monday, May 12, 2014 to consider an ordinance rezoning the parcels of land (referred to by the applicant as "The Manning") located at 2400, 2404, 2408, 2418, 2420, 2422, and 2424 Cahaba Road and 2333 Lane Circle from Residence C to Residence D district.	Exhibit 3

- |                            |   |                          |
|----------------------------|---|--------------------------|
| <b>2014-044</b>            | Set a public hearing for Tuesday, May 27, 2014 to consider vacating the alleyway at "The Manning" located at 2400, 2404, 2408, 2418, 2420, 2422, and 2424 Cahaba Road and 2333 Lane Circle.   | Exhibit 4,<br>Appendix 2 |
| <b>2014-045</b>            | Set a public hearing for Monday, May 12, 2014 to consider an ordinance rezoning a parcel of land owned by Mangina & Levio, LLC located at 2117 Cahaba Road from Residence C to Local Business district.   | Exhibit 5                |
| <b>2014-046</b>            | Recommend to the ABC Board their issuance of a special event license to La Paz for its Cinco de Mayo celebration in their parking lot on May 5, 2015.   | Exhibit 6,<br>Appendix 3 |
| <b>2014-048<br/>Motion</b> | Authorize the approval of a Special Event permit for the operation of a Farmers' Market on Vine Street on Wednesdays from June 4 through August 6, 2014 from 4 p.m. until 8 p.m.  |                          |
| <b>2014-049<br/>Motion</b> | Declaration of a public safety emergency due to the damage to the storm drain, street, and sidewalk on Bethune Drive near the high school caused by the April 7, 2014 heavy rain storm and authorize the execution of a contract between the City and Rast Construction for the emergency repairs of said storm drain, roadway, and sidewalk. | Exhibit 7                |

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

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2014-041 through 046) and motions (nos. 2014-048 and 049) are adopted by a vote of 4—0.

**4. CONSIDERATION OF AN ORDINANCE (NO. 1902) AUTHORIZING A THREE-WAY STOP AT THE INTERSECTION OF DEXTER AVENUE AND WEST MONTCREST DRIVE (EXHIBIT 8, APPENDIX 4)**

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comments, Council member Vogtle 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 for 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 Carl and was carried, as follows:

Ayes: Virginia C. Smith, Council President  
Amy Carter, Council President Pro Tempore  
Jack D. Carl  
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 Vogtle moved for the adoption of said ordinance. The motion was seconded by Council member Carl. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The President of the Council declared that the ordinance (No. 1902) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, April 28, 2014 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](http://www.mtnbrook.org)) for more information.

**6. ADJOURNMENT**

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

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Steven Boone, City Clerk

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**EXHIBIT 1**

**RESOLUTION NO. 2014-041**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Elizabeth Dunn is hereby re-appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2019.

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**EXHIBIT 2**

**RESOLUTION NO. 2014-042**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a [revised] contract with Stone Electric Co., Inc., in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to their installation of a pedestrian flashing signal at the intersection of Overhill Road and Montevallo Road (previously authorized for execution on January 14, 2013, Resolution No. 2013-005).

**APPENDIX 1**

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**EXHIBIT 3**

**RESOLUTION NO. 2014-050**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a preventive maintenance service agreement between the City and Schindler Elevator Corporation, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to the municipal complex.

**ADOPTED:** This 28th day of April, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** This 28th day of April, 2014.

\_\_\_\_\_  
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 April 28, 2014 as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

# Schindler Plus

## SCHINDLER ELEVATOR CORPORATION

2721 6th Avenue South  
Birmingham, AL 35233-3406  
Phone: 205-545-2084  
Fax: 205-252-5198

**Date:** April 21, 2014

**Estimate Number:** CFUA-97BSMV (2014.1.1)

**To:**  
Mountain Brook Municipal Compl  
56 Church Street  
Birmingham, AL 35213

**Building Name:**  
Mountain Brook Municipal Compl

**Attn:** Steve Boone

### EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
3	Schindler	Hydraulic Passenger	Passenger Elevators	Mountain Brook Municipal Compl 56 Church Street Birmingham, AL 35213	4F/0R			

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") 2721 6th Avenue South, Birmingham, AL 35233-3406, and **MOUNTAIN BROOK MUNICIPAL COMPL**, 56 Church Street, Birmingham, AL 35213 ("you") agree as follows:

### PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

### PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

### EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

## HYDRAULIC ELEVATORS

**Basic components:** Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

**Major components:** Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

## CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

## TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

## CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

#### **ADDITIONAL COVERAGES**

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

#### **CALLBACK RESPONSE TIME**

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

#### **HOURS OF SERVICE**

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

#### **TERM**

This Agreement commences on May 01, 2014, and continues until April 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

#### **PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$405.00 per month, payable in annual installments of \$4,860.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

#### **PRICE ADJUSTMENT**

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

**PAYMENT OPTIONS**

(1) Please select a Method of Payment:

Direct Debit      1% Discount (Attach Copy of voided check)

Credit Card      3% Addition

Visa       MC       AMEX

Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Check

Other: \_\_\_\_\_

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual      1% Addition

Quarterly      3% Addition

Monthly      5% Addition

**The attached terms and conditions** are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

\_\_\_\_\_

\_\_\_\_\_

By: Christian Fulda

By: \_\_\_\_\_

For: Schindler Elevator Corporation

For: Mountain Brook Municipal Compl

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: April 21, 2014

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

#### **SPECIAL CONDITIONS**

The following additional terms and conditions are incorporated:

Invoicing for this agreement will be quarterly commencing @ \$1,205.00

**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
SCHINDLER ELEVATOR CORPORATION  
DATED APRIL 28, 2014**

**THIS ADDENDUM** (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and Schindler Elevator Corporation (“the Contractor”) dated April 28, 2014.

**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 28th day of April, 2014.

**Schindler Elevator Corporation**

**City of Mountain Brook, Alabama**

By : \_\_\_\_\_

By : \_\_\_\_\_

Its : \_\_\_\_\_

Its : \_\_\_\_\_

**RESOLUTION NO. 2014-051**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the application of Brick and Tin, LLC, for a permit to operate a sidewalk cafe' is hereby approved, and the related indemnification and hold harmless agreement, in the form as attached hereto as Exhibit A, is hereby accepted subject to such minor revisions as may determined appropriate by the City Attorney.

**ADOPTED:** This 28th day of April, 2014.

\_\_\_\_\_  
Council President

**APPROVED:** This 28th day of April, 2014.

\_\_\_\_\_  
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 April 28, 2014, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk



**CITY OF MOUNTAIN BROOK**

**Dana O. Hazen, AICP**  
City Planner  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3821  
Fax: 205.879.6913  
hazend@mtnbrook.org  
www.mtnbrook.org

**DATE:** April 24, 2014

**TO:** Mayor, City Council  
City Manager  
City Attorney

**FROM:** Dana Hazen, City Planner

**RE:** Hold Harmless Agreement  
2901 Cahaba Road, Mountain Brook Village

On April 16, 2014, the Village Design Review Committee conceptually approved a Sidewalk Café permit for the Brick & Tin restaurant. Attached are the specifications for the proposed tables and chairs (no umbrellas are proposed at this time).

Council approval of a hold harmless agreement is required by ordinance for a sidewalk café to be established on a public sidewalk. The proposed agreement is attached for council review and approval.

STATE OF ALABAMA )  
JEFFERSON COUNTY )

**INDEMNIFICATION and HOLD HARMLESS AGREEMENT  
Operation of Sidewalk Café in Mountain Brook, Alabama**

THIS AGREEMENT is entered into between Mauricio Papapetro  
("Restaurant Owner") and Trinity, Inc ("Property Owner"), hereinafter  
collectively "Owners" and the **City of Mountain Brook, Alabama**, an Alabama municipal corporation,  
hereinafter "City", to provide for Indemnification by Owners to the City with respect to the operation  
and use of a sidewalk café in the city.

WHEREAS, the City has enacted a municipal ordinance addressing the operation and use of sidewalk  
cafes and requiring a revocable permit to lawfully operate a sidewalk café within the Villages of the City;

NOW THEREFORE, the parties agree as follows:

1. In consideration of the agreement and permission to operate and use a sidewalk café in the City, Owners, their heirs, agents, successors, and assigns (herein collectively "Owners") covenant and agree to indemnify, defend, save and hold harmless the City, its officers, agents, employees, and assigns, (herein collectively "City") from all claims, demands, suits, proceedings, expenses, civil and criminal penalties and fines, damages, losses, reasonable attorneys' fees, and liabilities (collectively "Claims") arising from the operation or use of a sidewalk café. The existence of, insurance protection and coverage carried by Owners, in no way limits the indemnification agreement as stated herein.
2. This indemnification shall survive the cancellation, termination, or expiration of the agreement to use, revocable permit, and operation use term.

DONE and ENTERED into on this the 26<sup>th</sup> day of March, 2014.

Mauricio Papapetro  
Restaurant Owner

Trinity, Inc  
Property Owner

2901 Cahaba Road  
Brick & Tin restaurant

**CITY OF MOUNTAIN BROOK, ALABAMA  
REVOCABLE SIDEWALK CAFE PERMIT APPLICATION**

[Form: 12/28/99]

Date of Application 3/25/14

Permit Application Processing Fee received by: \_\_\_\_\_

Applicant: BRICK & TIN

Business Address 2901 Cahaba Road 35223

Phone (205)502-7971

Address of premises for proposed sidewalk cafe: 2901 Cahaba Road 35223

2014 ←  
02053

Business License #: 37947 Tax # \_\_\_\_\_ Date Issued: 12/19/13

Property Owner (if different from above): McTyeine Enterprises

Address 4218 Old Leeds Road 35213

Phone \_\_\_\_\_

**Required Attachments [to be initialed by Building Inspections Superintendent upon receipt]:**

- Scaled, dimensioned drawing of proposed location of sidewalk cafe operation in relation to premises and indicating maximum number and location of tables, chairs and accessories [11 copies required] \_\_\_\_\_
- Information regarding specifications, materials and colors of tables, chairs and accessories [required] \_\_\_\_\_
- Operations plan of services, sanitation, monitoring schedule and responsibilities [required] \_\_\_\_\_
- Photographs of premises showing character of area [required] \_\_\_\_\_

Note: **Revocation of Permits.** All permits issued for sidewalk cafes shall be subject to revocation in whole or in part by the Building Inspection Superintendent:

- Whenever he shall consider it necessary or advisable that the sidewalk area covered by the permits, or any portion thereof, be vacated in order that the same may be used for a public purpose, or because of the need for construction or maintenance on or below such sidewalk.
- Whenever he finds a permittee has failed or neglected to comply with any of the specific conditions permitted, including number of tables and chairs and accessories and their location, or any of the conditions outlined in the operations plan of services, sanitation, monitoring schedule and responsibilities.
- Whenever he finds there to be a danger to the public health, safety, or welfare as a result of continuation of the permitted activity.

*I have read and agree to the above and understand that this application form and all required information, materials, and attachments thereto must be received at least five business days prior to the meeting of the Mountain Brook Villages Design Review Committee in order to be placed on the agenda.*

Signature of applicant: [required] [Signature]

Signature of owner (if different from applicant): [required] [Signature]

**Reviewed for location and zoning of premises within the Villages of Mountain Brook and accepted for design review:**

Building Inspections Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Design Review: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, MBVDRC

Executed Hold Harmless Agreement approved as to form by: \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

City Council: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
Attest by City Clerk

Date Permit Issued \_\_\_\_\_ Permit # \_\_\_\_\_  
City Clerk

**Review by the Mountain Brook Villages Design Review Committee is mandatory.  
Copies of the sidewalk cafe ordinance are available from the City Clerk.**

**Applicants, owners, and tenants are strongly encouraged to appear before the Design Review Committee and the City Council on behalf of their applications.**

MASON-MUSIC

WEBB L. PARK

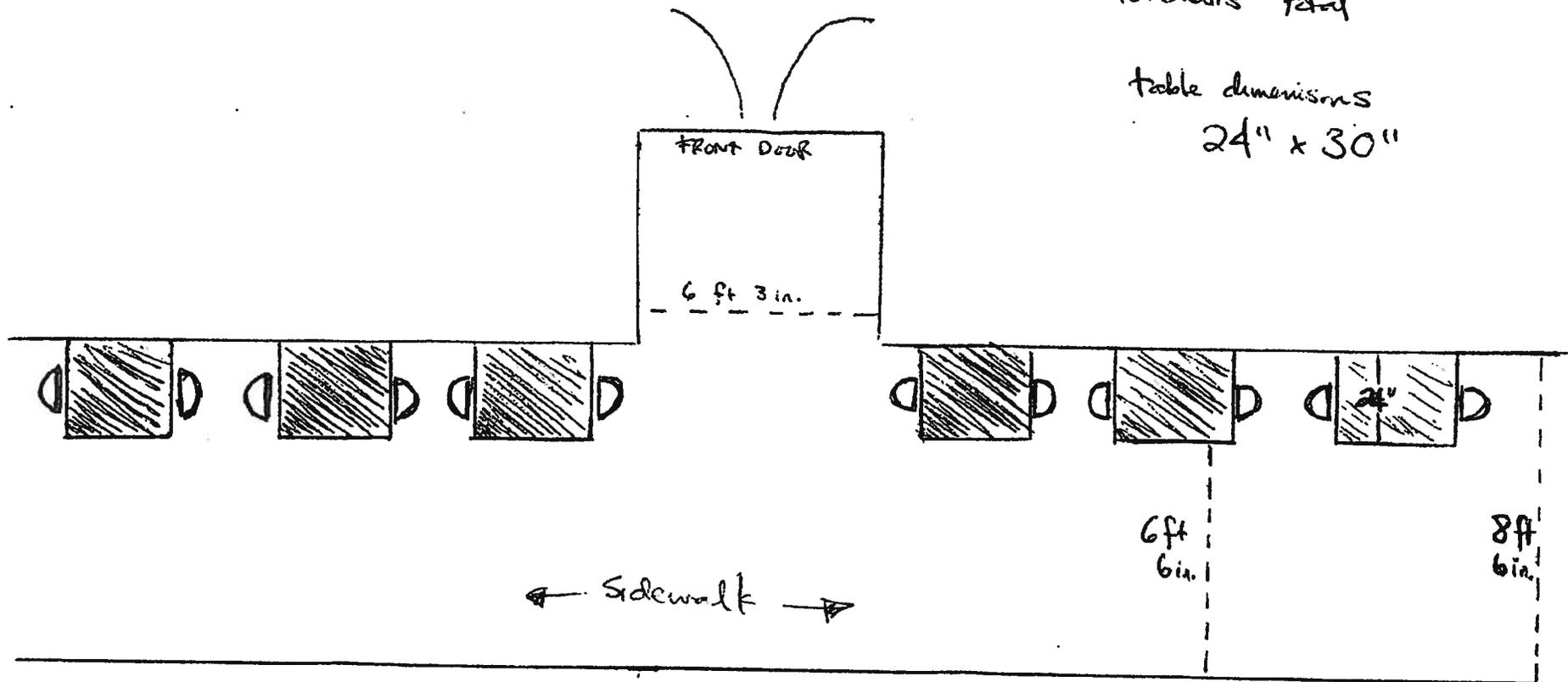
WEBB L. PARK  
MUSIC





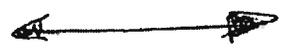
- 6 tables total
- 12 chairs total

table dimensions  
24" x 30"



← Sidewalk →

Cahaba Road





Home / Wrought Iron - Cafe / Wrought Iron Table Tops / Wrought Iron Micro Mesh Table Tops / 24" x 30" Rectangular Micro Mesh Table Top

[Add to Custom Brochure](#) [View Related Collection](#)

**Specifications**

Top Dimensions	24" x 30" Rectangle
Seats	2
Umbrella Hole	No

**Colors**



**Wrought Iron Cafe Series Features**

- Frames are constructed of 13/16" high strength tubular steel
- All furniture features fully-welded frames for strength and durability
- Metal furniture is electrostatically primed (e-coated) and powder coated to resist corrosion, chipping, scratching and ultraviolet rays
- Standard tests performed: MEK rubs, mandrel bend, impact, salt spray and OUV - to ensure our powder coated finishes meet high quality standards for commercial applications
- Durable, heavy-gauge steel mesh resist warping and bending from continued commercial use, providing outstanding structural integrity
- In stock for immediate shipment
- 3-Year Limited Warranty

Price with Selected Options

**\$66.67**

Product #: 2202430-01

| 8+1 0  
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**Related Products**



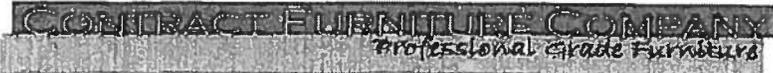
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**North American Sales Office and Showroom**  
 Contract Furniture Company  
 2325 Palos Verdes Drive West Suite #307  
 Palos Verdes Estates, CA 90274  
 Email: sales@contractfurniture.com  
 Phone: 310-544-2382  
 Toll-Free: 800-507-1785  
 Fax: 310-544-2387  
 Toll-Free: 800-507-1789

**New England and Mid-Atlantic Sales Office and Showroom**  
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 New York, NY 10025  
 Email: gene@contractfurniture.com  
 Phone: 212-870-0190  
 Toll-Free: 888-870-0145  
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 Caves at Kipapa  
 Waipahu, HI 96797  
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 Fax: (808) 625-7008



Home / Wrought Iron - Cafe / Wrought Iron Side Chairs / Terrace Side Chair

Terrace Side Chair

Add to Custom Brochure View Related Collection



Specifications

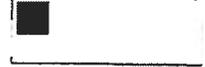
Width	21"
Depth	23"
Height	38"
Seat Height	17"

Our Terrace collection boasts a beautiful slat back design accented by curvatures of the arm and back. Designed for both aesthetic appeal and outstanding strength, each of the seating options in the Terrace collection are built to withstand commercial applications. This collection is stackable and in stock for immediate shipment.

Wrought Iron Cafe Series Features

- Frames are constructed of 13/16" high strength tubular steel
- All furniture features fully-welded frames for strength and durability
- Metal furniture is electrostatically primed (e-coated) and powder coated to resist corrosion, chipping, scratching and ultraviolet rays
- Standard tests performed: MEK rubs, mandrel bend, impact, salt spray and QUV - to ensure our powder coated finishes meet high quality standards for commercial applications
- Durable, heavy-gauge steel mesh resist warping and bending from continued commercial use, providing outstanding structural integrity
- 3-Year Limited Warranty

Colors



Price with Selected Options \$89.34

Product #: 2010700-04

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Related Products



Terrace Arm Chair



Terrace Bar Stool

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North American Sales Office and Showroom

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Palms Verdes Estates, CA 90274  
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Toll-Free: 800-507-1785  
Fax: 310-544-2387  
Toll-Free: 800-507-1789

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936 West End Avenue, Suite A-2  
New York, NY 10025  
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