

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

MONDAY, OCTOBER 27, 2014, 7:00 P.M.

1. Judge Shanta Owens, presiding judge of the Jefferson County Drug Court, to address the audience, Mayor and members of the City Council.
2. Approval of the minutes of the September 22, 2014 regular meeting of the City Council.
3. Approval of the minutes of the October 13, 2014 regular meeting of the City Council.
4. Consideration: Resolution reappointing Charles E. Carper, IV to the Parks and Recreation Board, to serve without compensation through October 25, 2019.
5. Consideration: Resolution reappointing William T. (Bill) Warren to the Tree Commission, to serve without compensation through October 29, 2017.
6. Consideration: Resolution authorizing the creation of one (1) Geographic Information Systems Technician II position (Class no. 2573, G22/10) for the Planning Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.
7. Consideration: Resolution authorizing the execution of the Business Associates Agreement between the City and TASC (formerly Benefit Elect of Alabama) with respect to the City's Flexible Benefit ("cafeteria") Plan administration services.
8. Consideration: Resolution authorizing the acceptance and execution of the engagement letter for the annual audit by Carr, Riggs & Ingram, LLC of the City's September 30, 2014 financial statements.
9. Consideration: Resolution authorizing [cash and surplus] transfers between funds of the City as of and for the year ended September 30, 2014.
10. Consideration: Resolution authorizing the execution of a [commercial] Fire Protection and Emergency Medical Services agreement.
11. Consideration: Resolution ratifying the Cahaba River Park project change-order.
12. Consideration: Resolution authorizing the execution of a service agreement between the City and Alabama Ballet.
13. Announcement: The next [organizational] meeting of the City Council is November 3, 2014, at 7:30 a.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
14. Comments from residents.
15. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 22, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 22nd day of September, 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
William S. Pritchard, III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

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

1. AGENDA

1. Chamber of Commerce semi-annual report to the City Council
2. Mobile phone use in school zones (Appendix 1). Council member Pritchard was asked to determine whether the Mountain Brook Board of Education has a policy regarding the use of mobile phones during carpools. This matter will be reconsidered again on October 13, 2014.
3. Review and discussion of the 7 p.m. City Council meeting agenda topics. Proclamation No. 2014-113 (Fire Prevention Month) and Ordinance No. 1918 (opt out of the Alabama Tax Tribunal) were added to the formal meeting agenda.
4. Executive Session. There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving an ongoing real estate negotiation and another matter involving threatened litigation. The motion was seconded by Council President Smith. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

President Smith declared that the motion carried by a vote of 5-0 and then asked that the members of the audience be excused. President Smith also announced that the City Council pre-meeting is adjourned and the regular council meeting will commence upon conclusion of the executive session.

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 22, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chambers (Room A108) at 7:00 p.m. on Monday, the 22nd day of September, 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
William S. Pritchard, III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

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. JUDGE SUZANNE CHILDERS, CANDIDATE FOR JEFFERSSON COUNTY DISTRICT COURT, PLACE 1

Judge Childers introduced herself and solicited the support in the upcoming election.

2. LIBRARY PRESENTATIONS

Library Board member Max Pulliam presented tokens of appreciation to Council members Vogtle and Carter thanking them for their service as City Council liaisons to The Emmet O'Neal Library Board. Mr. Pulliam also expressed thanks to outgoing Library Board member Robert Aland and introduced his [soon to be] replacement, Mr. Patrick Carlton (Resolution No. 2014-114).

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 September 8, 2014 meeting of the City Council.

2014-113 Proclamation	Proclamation: Fire Prevention Month	Exhibit 1
2014-114	Appoint Patrick Carlton to The Emmet O'Neal Library Board, to serve without compensation through September 30, 2018.	Exhibit 2 Appendix 1
2014-115	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Golden Harvest Culinary Mountain Brook, LLC (trade name La Catrina Mexican Cantina) located at 2031 Cahaba Road, Mountain Brook, AL 35223.	Exhibit 3 Appendix 2
2014-116	Set a public hearing for October 13, 2014 at 7 p.m. to consider an ordinance amending the PUD master development plan for Pilgrim Place on Montclair Road.	Exhibit 4

2014-117	Set a public hearing for October 13, 2014 at 7 p.m. to consider an ordinance rezoning several parcels of land located on Vine Street to Local Business.	Exhibit 5
2014-118	Authorize the execution of a right-of-way maintenance agreement with respect to the Cahaba Village development.	Exhibit 6 Appendix 3
2014-119	Increase the salary schedule by 1-1/2% for all classified and unclassified employees effective October 7, 2014.	Exhibit 7

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

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

Nays: None

Council President Smith thereupon declared that said minutes, proclamation no. 2014-113 and resolution nos. 2014-114 through 2014-119 are adopted by a vote of 5-0.

4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1915) ADOPTING THE CITY'S FISCAL 2015 BUDGET (APPENDIX 4)

Council President Smith introduced the ordinance in writing and invited Mr. Boone to go over the highlights of the fiscal 2015 budget (Appendix 4). Afterward, President Smith invited questions and comments. There being none, 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 to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Pritchard and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1915) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

5. CONSIDERATION: ORDINANCE (NO. 1916) INCREASING THE SALARY OF THE CITY MANAGER OF THE CITY OF MOUNTAIN BROOK 4% EFFECTIVE OCTOBER 7, 2014 (EXHIBIT 8, APPENDIX 5)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being none, 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 to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Pritchard and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1916) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

6. CONSIDERATION: ORDINANCE (NO. 1917) APPROVAL OF THE EDUCATIONAL DEGREE PREMIUM PAY PURSUANT TO SECTION 1.VIII.G. OF THE PERSONNEL BOARD OF JEFFERSON COUNTY "SALARY ADMINISTRATION GUIDE & PAY PLAN" (EXHIBIT 9)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being none, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council President Smith and was carried, as follows:

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

William S. Pritchard, III
Jesse S. Vogtle, Jr.

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1917) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

7. CONSIDERATION: ORDINANCE (NO. 1918) ELECTION NOT TO COME UNDER THE PROVISIONS OF THE ALABAMA TAX APPEALS COMMISSION (AKA "THE ALABAMA TAX TRIBUNAL") (EXHIBIT 10)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being none, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1918) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

8. 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, October 13, 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) for more information.

9. ADJOURNMENT

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

Steven Boone, City Clerk

EXHIBIT 1

PROCLAMATION NO. 2014-113

WHEREAS, the Mountain Brook Fire Department is committed to ensuring the safety and security of all those living in, working in and visiting the City of Mountain Brook, Alabama; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the location where people are at greatest risk from fire; and

WHEREAS, in 2013, fire killed more than 3,200 people, injured more than 15,900 people in the United States, and fire departments in the United States responded to more than 369,500 home fires; and

WHEREAS, in 2013, fire killed 81 people in the State of Alabama; and

WHEREAS, while the risk of a fatality in the home caused by fire increases with the age of the occupants, research shows a working smoke alarm cuts the risk of a home fire fatality in half and an automatic fire sprinkler system in the home cuts the risk by approximately 80%; and

WHEREAS, Alabamians are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, Alabamians who plan and practice a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Alabama's first responders are dedicated to reducing the occurrence of home fires and fire deaths and injuries through prevention and education; and

WHEREAS, in 2014 the Alabama Association of Fire Chiefs and the Office of the State Fire Marshal met to address the alarming increase in fire fatalities, and have invited all fire service and injury prevention organizations to join with them; and

WHEREAS, the 2014 Fire Prevention theme, "Turn your Attention to Fire Prevention!" effectively serves to remind us all of the simple actions we can take to keep our home and families safe from fire; and

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 13, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 13th day of October, 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
William S. Pritchard, III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

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

1. AGENDA

1. November 3, 2014 Organizational Meeting of the new City Council and committee and liaison appointments.

The organizational meeting time was tentatively set for November 3, 2014 at 7:30 a.m. Specific committee and liaison assignments will be considered at the October 27, 2014 Council pre-meeting.

2. Proposed traffic study on South Brookwood Road regarding Brookwood Forest Elementary School – Richard Caudle of Skipper Consultants. (Resolution No. 2014-137 was added to the formal agenda.)
3. Proposed change order for Cahaba River Park project – Nimrod Long of Nimrod Long & Associates.

Nimrod Long of Nimrod Long & Associates will prepare a change order to be considered at the October 27, 2014 meeting of the City Council.

4. A change-order in the amount of \$5,000 with respect to the professional services agreement between the City and Walter Schoel Engineering, Inc. for their drainage study in the vicinity of Beech Circle was added to the formal agenda (Motion No. 2014-134).
5. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.

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

Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
OCTOBER 13, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chambers (Room A108) at 7:00 p.m. on Monday, the 13th day of October, 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
William S. Pritchard, III
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

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. RECOGNITION OF GUESTS

Council President Smith recognized several Boy Scouts from Troop 320 in attendance for their Citizenship in the Community merit badge.

2. CONSENT AGENDA

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

2014-120	Appoint Rhett Loveman as a Supernumerary member of the Board of Zoning Adjustment, to serve without compensation through September 22, 2017	Exhibit 1 Appendix 1
2014-121	Ratify the execution of a professional services agreement between the City and Sain Associates for their review of the traffic study prepared by Skipper Consulting with respect to the proposed Piggly Wiggly development on Vine Street	Exhibit 2 Appendix 2
2014-122	Authorize the amendment of professional service agreement between the City and Skipper Consulting with respect to the pedestrian crossing signal design at the intersection of Overton Road and Oakdale Drive/River Run Drive in the vicinity of Cahaba River Park	Exhibit 3 Appendix 3
2014-123	Authorize the execution of fire and emergency medical services contract between the City and commercial property owners of properties located in unincorporated areas within the City's police jurisdiction	Exhibit 4 Appendix 4
	Authorize the execution of the following service agreements:	
2014-124	Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 5 Appendix 5

2014-125	Jefferson County Historical Commission	Exhibit 6 Appendix 6
2014-126	Alabama Veterans' Memorial Foundation	Exhibit 7 Appendix 7
2014-127	Mountain Brook Chamber of Commerce	Exhibit 8 Appendix 8
2014-128	Birmingham Museum of Art	Exhibit 9 Appendix 9
2014-129	Alabama Symphonic Association	Exhibit 10 Appendix 10
2014-130	Birmingham Botanical Society	Exhibit 11 Appendix 11
2014-131	Birmingham Children's Theatre	Exhibit 12 Appendix 12
2014-132	Exceptional Foundation	Exhibit 13 Appendix 13
2014-133	Birmingham Zoo	Exhibit 14 Appendix 14
2014-134 Motion	Authorize the acceptance of a contract change order in the amount of \$5,000 with respect to the Beech Circle drainage study being conducted by Walter Schoel Engineering, Inc. (See Resolution No. 2014-182)	Appendix 15
2014-135	Authorize the installation of a fire hydrant at 2655 Lane Park Road to serve the Grand Bohemian Inn in Mountain Brook Village (installation costs to be paid by Robins & Morton, annual rental cost to be paid by the City)	Exhibit 15
2014-136	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between January 1, 2015 and August 1, 2015	Exhibit 16 Appendix 16
2014-137	Authorize the execution of a professional services contract between the City and Skipper Consulting, Inc. with respect to their traffic study of South Brookwood Road in the vicinity of Brookwood Forest Elementary School	Exhibit 17 Appendix 17

Thereupon, the foregoing resolutions and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The resolutions were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing resolutions and motion and that he will abstain from voting on Resolution No. 2014-133 due to a conflict of interest. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
 Amy G. Carter, Council President Pro Tempore
 Jack D. Carl
 William S. Pritchard III
 Jesse S. Vogtle, Jr. (abstained from voting on Resolution No. 2014-133)

Nays: None

Council President Smith thereupon declared that said resolution nos. 2014-120 through 2014-132, 2014-135 through 2014-137, and motion 2014-134 are adopted by a vote of 5—0 and that resolution no. 2014-133 is adopted by a vote of 4—0.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1919) AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT PLAN FOR PILGRIM PLACE ON MONTCLAIR ROAD (EXHIBIT 18, APPENDIX 18)

Council President Smith introduced the ordinance in writing and invited the applicant forward to explain the requested changes.

Mr. Mike Wedgeworth (in attendance with Tommy Holcolmb, landscape architect, and Jesse Evans, attorney):

- The developer is seeking to widen the entrance to the gated community from 40 feet to 60 feet
- The private road will be narrowed from 29 feet to 20 feet to allow the yards to be increased to 26 feet in the front and a minimum of 20 feet in the back of each lot
- The setbacks will be closed from 12-1/2 feet to 10 feet thereby resulting in 20 feet total between houses
- The remaining changes involve resurveying/moving the easements to accommodate the right-of-way
- Regarding on-street parking, guest parking will be limited by covenant to no more than six hours (each property has a 2-car garage for the property owners)
- Guidelines have been established for the maintenance of the buffer area that have been developed with input from City officials and adjacent property owners
- The development was originally approved to include 15 single family dwellings and this density is not being changed
- The developer also requests that the development and road be renamed from Pilgrim Place to Village Place
- Regarding the gate, there will be a 60 foot hammerhead turnaround for fire trucks which has been reviewed by fire officials of the City

Bruce Steel of 3605 Ridgeview Drive West expressed concern about the [landscape] maintenance of that portion of each lot that lies behind the retaining wall.

Mr. Wedgeworth responded that these areas are what is covered in the previously mentioned guidelines that are incorporated into the covenants.

In response to questions by Council members Pritchard and Carl, Joe Clegg of 14 Pilgrim Place, responded that he is satisfied with the changes and looks forward to seeing the development completed.

There being no more questions of comments, Council President Smith called for a motion regarding the amended PUD master development plan. Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1919) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1920) AMENDING CHAPTER 121 (“THE SIGN ORDINANCE”) OF THE CITY OF MOUNTAIN BROOK CITY CODE (EXHIBIT 19)

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being none, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1920) is hereby adopted by a vote of 5—0 and, and as evidence thereof, she signed the same.

5. ANNOUNCEMENT (NO. 2014-138): MAYORAL APPOINTMENT TO THE PLANNING COMMISSION

Mayor Oden announced that he has re- appointed Susan Swagler to the Planning Commission, to serve without compensation through October 1, 2020.

6. 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, October 27, 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) for more information.

7. EXECUTIVE SESSION AND ADJOURNMENT

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

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

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall not reconvene upon conclusion of the executive session.

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2014-120

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Rhett Loveman is hereby appointed as a Supernumerary member to the Board of Zoning Adjustment, to serve without compensation, his term to end October 13, 2017.

APPENDIX 1

RESOLUTION NO. 2014-139

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Charles E. Carper, IV, is hereby reappointed to the Park and Recreation Board, to serve without compensation, with the term of office to end October 25, 2019.

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 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 October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-140

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that William T. ("Bill") Warren is hereby reappointed to the Tree Commission, to serve without compensation, with the term of office to end October 29, 2017.

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 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 October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-141

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes, subject to review and approval by the Personnel Board of Jefferson County, the creation of one (1) Geographic Information Systems Technician II position (Class no. 2573, G22/10) for the Planning Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 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 October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk



Personnel Board of Jefferson County

The Foundation of Your Merit System Career

Class Title: GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN II

Class Number: 2573

Grade: 22

Min: 1 Max: 10

Job Summary:

Work involves creating, verifying, and editing a geographic information system (GIS) data base using specialized software for tax mapping, voter registration, addressing, engineering, or legal descriptions; provides support for special projects that relate to spatial, demographic, or tabular data contained in GIS. Work is essentially performed in an office setting. Work is performed under the direction of a supervisor and is reviewed through use of production reports for accuracy, completeness, and adherence to policies and procedures. This class is distinguished from Geographic Information Systems (GIS) Technician I by the degree of skills required, the responsibility assigned and a broader scope of duties. Assignments however, do not usually include the full range of supervisory responsibility.

Essential Functions:

Edits GIS database; adds and edits features including all topographic data (roads, buildings, hydrologic features, fences, walls, signs, etc.), cadastral data (ownership and right of way), sanitary sewers, municipal boundaries, land use, zoning, neighborhood and community boundaries, flood features, voting districts, and storm sewers. Creates and updates new data layers to the GIS database such as enterprise zones, neighborhood boundaries, buffer zones, etc. Assists in identifying and designating appropriate and predefined voting districts; assists in developing and maintaining maps, legal descriptions, communications and correspondence with parties relating to such districts; assists in identifying obstacles and formulating solutions. Plots surveys and water and sewage locations to scale on tax maps; assigns parcel identification numbers, unit numbers and addresses; draws plans for water mains and sewer lines construction; sketches plans and profiles drawings of water and sewer lines valves and hydrants. Maps metes and bounds descriptions on tax maps; writes legal descriptions concerning changes; notifies property owners, other departments, utility companies and public safety agencies of changes; plots all topography on a given job with relation to the base line; draws plans for securing right-of way agreements or permits. Utilizes computerized mapping system to make corrections, additions, deletions, and other revisions to maps and documents; converts raster data and vector data and adds annotation information to property layers; updates and maintains graphic and text data on the Geographic Information System. Prepares zoning case maps; updates official zoning maps and reviews submitted record maps to determine compliance with local, state, federal zoning, water and sewage, and/or addressing regulation. Produces boundary descriptions and polling locations, and records annexations using a geographic information computer software system; prepares announcements regarding reorganization to distribute to the Justice Department, media and voting public. Utilizes certified land surveys or certified plats, deed descriptions, aerial photographs, and topographic manuscripts to plot parcel, locate water and sewage and subdivision metes and bounds on scaled quarter-section maps; draws maps showing lots, acreage, dimensions, roads, streams, rivers, lakes and landmarks such as schools, parks, and churches. Makes separation of values for tax letters when there is an error in tax billing; makes separation of values for partial redemptions of properties that have been sold to the state for non-payment of taxes. Utilizes various drafting instruments to calculate acreage and linear distance from maps and survey notes; utilizes planimeter and geometry to determine measure of area; draws to scale accurate portrayal of surveys, property boundaries and ownership. Assigns parcel identification numbers, unit numbers, addresses and street names; inks changes on the Mylar; edits and posts mapping cards; encodes changes on computer to update property files. Provides information to the public in person or by phone regarding agency projects, policies and or procedures; assists public with resolving questions or problems concerning real property, addresses, property boundaries, zoning and titles; assists the Board of Equalization with questions and problems concerning mapping. May maintain historical and current aerial photography for environmental, historical and public use; order photo enlargements, quality control of flight work done by contract. Plots profiles including underground utilities and cross sections, checking of accuracy and relation to the topographical drawing covering the same area; plots and draws plans for new roads and improvement of relocation for existing roads. Verifies the accuracy and currency of digital data from outside sources. Evaluates, corrects, and updates the GIS address.

Supervision Exercised:

None, but the employee in this class may orient or train Interns or less experienced employees.

Work Environment:

Work is essentially performed in an office setting.

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Physical Demands:

Work is essentially sedentary with occasional walking, bending, lifting, or minimal physical activities. Work may also requires frequent

to continuous walking, standing, sitting, and/or light lifting.

Knowledge-Skills:

Knowledge of GIS hardware and software components (i.e. Arc/Info software, AutoCAD software, standard data base program or equivalent). Knowledge of the standards for mapping and indexing systems according to local, State, and departmental specifications and guidelines. Knowledge of legal instruments and procedures used in mapping, addressing, and indexing systems. Knowledge of engineering maps and records. Knowledge of terminology, methods, practices, and computer techniques of engineering drafting. Knowledge of algebra, geometry, geodetic and plane coordinate systems used in mapping and addressing systems. Knowledge of title analysis procedures related to ownership and land description. Knowledge of the standards for mapping, addressing and indexing systems according to state, local and departmental specifications and guidelines. Knowledge of research principles, techniques and procedures. Skill in the use and care of computer and drafting equipment and instruments. Skill in the using GIS hardware and software components, i.e. Arc/Info software, AutoCAD software, etc. Ability to interpret, analyze, and apply field notes for complex drafting projects. Ability to use a digitizing board and associated computer peripherals. Ability to learn editing functions and/or spatial analysis functions on a GIS workstation. Ability to communicate effectively with written and oral instructions. Ability to establish and maintain effective working relationships with other employees and general public. Ability to use a computer keyboard. Ability to maintain data and prepare reports. Ability to develop maps, charts and graphs using a geographic information computer software system. Ability to use modern office methods, techniques and equipment.

Compensable Qualifications:

High school graduation (or GED) supplemented by course work in mechanical drawing, engineering technology, or a related field and four years experience in public works, structural, topographical, or cartographical drawings and designing with one year working with Geographic Information System, Computer Aided Design, or engineering drafting.

License/Certification Required:

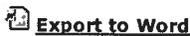
None.

Minimum Qualifications:

- Completed coursework in the areas of Geographical Information Systems, Cartography, Drafting or Geography.
- Work experience using GIS Software such as Arc View, Arc Map, Arc Info or Map Info.

Preferred Qualifications:

This Classification Specification is a summary of typical or representative duties and responsibilities inherent in the job class and is not intended to be inclusive of all duties, responsibilities, and tasks performed by incumbents.

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RESOLUTION NO. 2014-142

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a [HIPAA] Business Associate Agreement, in the form as attached hereto as Exhibit A subject to such minor changes as may be recommended by the City Attorney, between the City and TASC (formerly Benefit Elect of Alabama—third party administrator of the City’s Flexible Benefit Plan) in order to ensure compliance with applicable Health Information Technology for Economic and Clinical Health Act.

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk



BUSINESS ASSOCIATE AGREEMENT - (Retain for your records)

RECITALS

WHEREAS, Covered Entity is a group health plan ("Plan") and wishes to engage the services of Business Associate with respect to certain administrative aspects of the Plan as more specifically set forth in a Service Level Agreement ("SLA");

WHEREAS, Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the SLA, some of which may constitute Protected Health Information ("PHI") (defined below).

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the SLA in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Covered Entity to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

The general terms and conditions attached hereto are incorporated herein and deemed part of this Agreement.

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

COVERED ENTITY

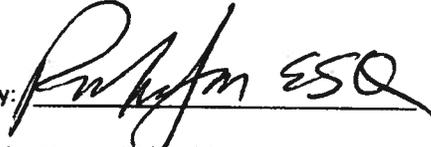
By: _____

Print Name: _____

Title: _____

BUSINESS ASSOCIATE:

TOTAL ADMINISTRATIVE SERVICES CORPORATION

By: 

Print Name: Richard Jones, Esq.

Title: Staff Attorney

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean TASC.
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Plan Sponsor identified on the attached Group Application and Service Level Agreement.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

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(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as required and limited by the Service Level Agreement between the parties.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

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Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. The Term of this Agreement shall be effective with the Service Level Agreement, and shall terminate on the date the covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity or, destroy the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at above which applied prior to termination; and
5. Return to covered entity or, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

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RESOLUTION NO. 2014-143

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an engagement letter with respect to the annual financial and single audit to be performed by Carr, Riggs & Ingram, LLC, in the form as attached hereto as Exhibit A.

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 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 October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk



Carr, Riggs & Ingram, LLC
2100 16th Avenue South
Suite 300
Birmingham, AL 35205

Mailing Address:
P.O. Box 55765
Birmingham, AL 35255

(205) 933-7822
(205) 933-7944 (fax)
www.cricpa.com

September 30, 2014
City of Mountain Brook
56 Church Street
Mountain Brook, AL 32513

We are pleased to confirm our understanding of the services we are to provide the City of Mountain Brook for the year ended September 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Mountain Brook as of and for the year ended September 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Mountain Brook's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Mountain Brook's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Mountain Brook's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining and individual fund statements and schedules.
- 3) Schedule of general fund revenues by source.
- 4) Comparative statements for individual funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in

EXHIBIT A

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the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions. We will make reference to DiPiazza, LaRocca, Heeter & Co, LLC's audit of the Mountain Brook Library Foundation in our report on your financial statements. We will issue written reports upon completion of our Single Audit if applicable. Our reports will be addressed to the Mayor and City Council of the City of Mountain Brook. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and

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related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring the accuracy and completeness of information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government and the Mountain Brook Library Foundation's auditors from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review when our fieldwork commences.

You are responsible for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of such schedule no later than the date the schedule is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) you believe the

schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. We will communicate with DiPiazza, LaRocca, Heeter & Co, LLC regarding the audit of the Mountain Brook Library Foundation, and we will reference their audit in our report on your financial statements. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Mountain Brook's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Mountain Brook's major programs. The purpose of these procedures will be to express an opinion on City of Mountain Brook's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

Although it is not anticipated at this time, it is possible that we may use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, L.L.C., and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant Agency, Oversight Agency for Audit, Pass-through entity or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, L.L.C., personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant or Grantor Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,000 (City) and \$2,000 (Library) (not including a Single Audit, if required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account

2014-143

becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

We appreciate the opportunity to be of service to the City of Mountain Brook and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Mountain Brook, Alabama.

By _____

Title _____

Date _____

2014.143

RESOLUTION NO. 2014-144

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the following fiscal 2014 [cash and surplus] intrafund transfers:

- 1) \$ 49,115 from the Park Board (115) to General Operations (100)
- 2) \$ 58,631 from General Operations (100) to Emergency Reserves (146)
- 3) \$1,176,161 from General Operations (100) to Capital-Infrastructure Projects (417)

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 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 October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk



MEMORANDUM

TO: Sam Gaston, City Manager
FROM: Steven Boone *S. Boone*
DATE: October 22, 2014
SUBJECT: Intrafund transfers for the year ended September 30, 2014
C: Mayor and members of the City Council

While not finalized, the City's 2014 General Fund surplus is going to exceed the amount budgeted. Accordingly, I am recommending the following intrafund [cash and surplus] transfers:

Fund	Description	Budgeted (Surplus) Deficit	Projected (Surplus) Deficit	Recommended Transfers	Adjusted (Surplus) Deficit	Projected (Fund Balance) Deficit
General Fund						
100	General Operations	(\$486,000)	(\$1,967,910)	\$1,185,677	(\$782,233)	(\$10,232,443)
115	Park Board	0	(50,354)	49,115	(1,239)	(150,000)
132-153	All other	1,500	18	0	18	(30,302)
146	Emergency Reserves	(32,200)	(103,248)	(58,631)	(161,879)	(2,400,000)
70X	Library	54,125	(4,632)	0	(4,632)	(198,485)
	Subtotal	(\$462,575)	(\$2,126,126)	\$1,176,161	(\$949,965)	(\$13,011,230)
Capital Projects Fund						
417	Infrastructure	\$758,220	\$234,109	(\$1,176,161)	(\$942,052)	(\$4,218,055)
428	Grant-Funded Sidewalks	223,075	397,648	0	397,648	(80,432)
441	City Capital Projects	(622,890)	(823,627)	0	(823,627)	(7,576,463)
	Subtotal	\$358,405	(\$191,870)	(\$1,176,161)	(\$1,368,031)	(\$11,874,950)

Adjustments yet to be made to the financial statements include: 1) accounts payable invoices applicable to 2014 not yet received, and 2) 2014 tax and license revenue accruals to be made after 11/30/2014.

RESOLUTION NO. 2014-145

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute the following Fire Protection and Emergency Medical Services agreement(s), copy(ies) of which are attached hereto:

- 1. C-K Breckenridge, LLC - Exhibit A
-
-
-

ADOPTED: This 27th day of October 2014.

Council President

APPROVED: This 27th day of October 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 meeting held on October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT

This Agreement is made and entered into by and between **C-K Breckenridge LLC ("Owner")**, and the City of Mountain Brook, an Alabama municipal corporation ("**City**").

RECITALS

1. Owner owns Breckenridge Apartments, an apartment building, which are located at, and contiguous to, **3209 Greendale Place**, Jefferson County, Alabama 35243 which is within the police jurisdiction of the City ("**Building**").
2. Owner has requested that the City provide or otherwise make available to Owner and the occupants of the Building fire protection and emergency medical services.
3. The City has agreed to make available to the Building and the occupants thereof such fire protection and emergency medical services upon the terms and conditions contained in this Agreement and Owner agrees to such terms and conditions.

AGREEMENTS

1. The City agrees to make available fire protection for the Building and to make available emergency medical services to the occupants of the Building.
2. The term of this Agreement shall be for a period of three (3) years beginning January 1, 2015 through December 31, 2017.
3. In consideration of City's agreement to provide and make available said services, **C-K Breckenridge LLC** shall pay to the City a fee, the amount of which shall not exceed the cost (direct costs and overhead expenses) incurred by the City to ensure the availability of personnel, equipment, and infrastructure required to make available such services. Owner and the City agree that the fee for the 3-year term shall be as follows:

2015	\$16,500
2016	16,500
2017	16,500
4. To the extent that fire protection and emergency medical services are required to be allocated in the event of multiple calls for such services, houses, commercial, and institutional buildings and other buildings within the City limits of the City and residents of the City shall have priority.
5. Owner and the City shall each have the right to terminate this Agreement at any time by giving the other party hereto at least thirty (30) days prior written notice of termination. In the event of such termination by either party, the pro-rata portion of the annual fee for the remainder of the then current term of this Agreement shall be promptly refunded to the Owner.
6. Notwithstanding any other provisions contained in this Agreement, the City shall have no greater liability for negligence or breach of contract with respect to providing the services referred to herein than the limitations imposed under the provisions of the Code of

EXHIBIT A

2014-145

Alabama 1975, Section 11-93-2.

- 7. Nothing in this agreement shall be deemed or construed to impose, establish, or recognize a duty or obligation on the party of the City to investigate, inspect, or evaluate the Building for compliance with fire safety codes, regulations, or standards, to report or undertake any corrective or ameliorative action with respect thereto, or to create any special or enhanced standard of care with respect to the provision of services hereunder.

In witness whereof, the City of Mountain Brook has caused this Agreement to be executed by its duly authorized officer and **C-K Breckenridge LLC** (Owner) has caused this Agreement to be executed by its duly authorized corporate officer, all as of the _____ day of October, 2014.

Witness:

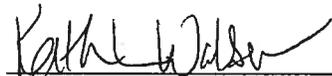
Steven Boone, City Clerk

City of Mountain Brook

By: _____
Sam Gaston, City Manager

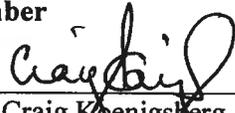
C-K Breckenridge LLC

Witness:



Kathleen Walser

By: **C-K Breckenridge Realty Corp., its managing member**

By: 

Craig Koenigsberg
Authorized Signatory

EXHIBIT A

CK- Breckenridge LLC
c/o CLK Management corporation
135 Crossways Park Drive, Suite 401
Woodbury, New York 11797

October 16, 2014

David Cohen
Battalion Chief, Fire Marshal
Mountain Brook Fire Department
102 Tibbett Street
Mountain Brook, Alabama
35213

RE: Fire Protection and Emergency Medical Services Contract- Breckenridge
Apartments

Dear Mr. Cohen:

Attached please find the Fire and Emergency Medical Services Contract mentioned
above for:

Breckenridge Apartments
3209 Greendale Place
Birmingham, AL 35243

Thank you.

Sincerely,


Margaret Walsh
Asset Manager

2014-145

RESOLUTION NO. 2014-146

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the Cahaba River Park project contract change-order in the amount of \$23,239.97 with respect to the contract between the City and Landscape Services, Inc. (Resolution No. 2014-050), in the form as attached hereto as Exhibit A.

ADOPTED: This 27th day of October, 2014.

Council President

APPROVED: This 27th day of October, 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 October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

T R A N S M I T T A L

TO Sam Gaston FROM Joel Eliason
FIRM City of Mountain Brook DATE October 22, 2014
Box 130009 PROJ NAME Cahaba River Park
Mountain Brook, AL 35213 PROJ NUMBER 11-300/F5b
DELIVERY Hand
RE **Change Order No. 001**

IF ALL THE ATTACHMENTS LISTED BELOW ARE NOT RECEIVED WITH THIS TRANSMITTAL, PLEASE CONTACT US AT ONCE.

Attached are the following items:

ITEM NO	QTY	DATE	ITEM TYPE	DESCRIPTION
1	3 ea	10/14/14		Change Order No. 001 in the Amount of \$23,239.97

Notes:

For your review and approval.

CC File
file
14-295 CO1 trans.doc



AIA Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i> CAHABA PARK MOUNTAIN BROOK, AL	CHANGE ORDER NUMBER: 001 DATE: 10/14/14 ARCHITECT'S PROJECT NUMBER: 11-300	OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i> LANDSCAPE SERVICES, INC. 4641 HIGHWAY 280 EAST BIRMINGHAM, AL 35243	CONTRACT DATE: 05/01/14 CONTRACT FOR: SITEWORK	

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Refer to Exhibit A, Change Order No. 001 Summary attached.

The original	(Contract Sum)	was	\$	<u>451,018.51</u>
The net change by previously authorized Change Orders			\$	<u>-0-</u>
The	(Contract Sum)	prior to this Change Order was	\$	<u>451,018.51</u>
The	(Contract Sum)	will be (increased) (by this Change Order in the amount of	\$	<u>23,239.97</u>
The new	(Contract Sum)	, including this Change Order, will be	\$	<u>474,258.48</u>
The Contract Time will be (unchanged) by	No	(-0-) days.		

The date of Substantial Completion as of the date of this Change Order, therefore, is unchanged.

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Nimrod Long and Assoc., Inc.
ARCHITECT *(Firm name)*

Landscape Services, Inc.
CONTRACTOR *(Firm name)*

City of Mountain Brook
OWNER *(Firm name)*

2213 Morris Ave., First Floor
Birmingham, AL 35203
ADDRESS

4641 Highway 280 East
Birmingham, AL 35242
ADDRESS

56 Church Street
Mountain Brook, AL 35213
ADDRESS

BY *(Signature)*

BY *(Signature)*

BY *(Signature)*

Joel Eliason
(Typed name)

William A. Newton
(Typed name)

Sam Gaston
(Typed name)

10/20/14
DATE

DATE

DATE

Exhibit A

Change Order No. 1 Summary

DEDUCT the Following Work:

Deduct Alternate No. 4 Water Service, Fountain and Hydrants. **Deduct Thirty-Two Thousand Eight Hundred Seventy-Seven and 43/100's Dollars (-\$32,877.43).**

ADD the Following Work:

Add the cost for changes to Oakdale Road and Overton Road: delete two (2) angle wing inlets; add additional sidewalk, curb and gutter, top for existing inlet and HC ramps. **Add Four Thousand Eight Hundred Forty-Nine and 40/100's Dollars (+\$4,849.40).** Contractor's pricing attached.

Add the cost for changes to the Pavilion Foundation: additional gravel fill for unsuitable soils condition; additional square footage of Pavilion foundation. **Add Two Thousand Nine Hundred Eighty and No/100's Dollars (+\$2,980.00).** Contractor's pricing attached.

Add the cost for stone columns and cedar roof and timbers. **Add Forty-Eight Thousand Two Hundred Eighty-Eight and No/100's Dollars (+\$48,288.00).** Contractor's pricing attached.

TOTAL Increase to Contract amount for Change Order 001: \$ +23,239.97

Attachments.



Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43363
BIRMINGHAM, AL. 35243

11 September 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL 35203

Re: Cahaba Park Pavilion- Larger Pavilion Foundation

ESTIMATE

ADD

1	New Pavilion Foundation	lump sum	4,845.00	4,845.00
---	-------------------------	----------	----------	----------

DEDUCT

-1	Original Pavilion Foundation	lump sum	3,915.00	(3,915.00)
----	------------------------------	----------	----------	------------

Sub-Total	<u>\$930.00</u>
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ADD

50	Gravel Fill under Pavilion-Due to Unsuitable Soil Conditions	cu.yd	41.00	2,050.00
----	---	-------	-------	----------

Total	<u>\$2,980.00</u>
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Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

11 September 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL. 35203

Re: Cahaba Park Pavilion Structure

ADD

ESTIMATE

1	Stone Columns	lump sum	8,508.00
1	Cedar Roof & Timbers	lump sum	39,780.00
TOTAL			\$48,288.00



Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

11 September 2014

Joel Eliason
Nimrod Long and Associates
2213 Morris Avenue, First Floor
Birmingham, AL 35203

Re: Proposed Sidewalk Extension West of Overton Rd.

		ESTIMATE		
ADD				
1	Saw Cutting and Excavation	lump sum	2,500.00	2,500.00
12	Gravel Base	cu yd	41.00	492.00
72	Curb and Gutter	ln ft.	27.45	1,976.40
432	Sidewalk	sq ft.	8.00	3,456.00
1	HC Ramp	per	225.00	225.00
1	Deck Lid for Existing Drain	lump sum	1,200.00	1,200.00
1	Backfill, Cleanup, Pine Straw	lump sum	850.00	850.00
			Sub-Total	10,699.40
DEDUCT				
-2	Single Wing Inlet (Deduct)	per	2,925.00	(5,850.00)
			TOTAL	\$4,849.40

RESOLUTION NO. 2014-147

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract with the Alabama Ballet subject to such minor changes as may be determined appropriate by the City Attorney, a copy of such contract is attached hereto as Exhibit A.

ADOPTED: This 27th day of October 2014.

Council President

APPROVED: This 27th day of October 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 meeting held on October 27, 2014, as same appears in the minutes of record of said meeting.

City Clerk



Contract for Services - Fiscal Year 2014-15

This **Contract for Services** ("Contract") is entered into by and between the City of Mountain Brook, an Alabama municipal corporation ("City") and the Alabama Ballet, a not-for-profit corporation organized under the laws of the State of Alabama ("Contractor"), effective as of the date last signed below by a party ("Effective Date").

WHEREAS, the Contractor offers educational and artistic programming and services through professional performances, in-school programs and meaningful outreach efforts at no or below cost; and

WHEREAS, the City desires to increase learning opportunities and provide unique enrichment experiences for students who attend schools in the Mountain Brook system by entering into this Contract pursuant to which the Contractor will perform the educational services contemplated herein; and

WHEREAS, the Contractor's performance of the contemplated services for students who attend schools in the City will enhance the quality of life and serve a public purpose for all its citizens; and

WHEREAS, pursuant to the term, conditions and understandings in this Contract, the City desires that the Contractor provide the educational services for students provided herein.

Now wherefore, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and Contractor agree as follows:

1. The City shall pay Contractor the sum of five thousand dollars (\$5,000) within fifteen (15) days following the Effective Date of this Contract.
2. The Contractor shall provide the following minimum level of services during the City's fiscal year beginning October 1, 2014 and ending September 30, 2015 (collectively, the "Services"):
 - a. Contractor will provide free tickets to students in the City who attend school productions.
 - b. Contractor will provide one Dance Discovery Workshop at a Mountain Brook City School(s) designated by the City Council or the City of Mountain Brook Board of Education. The parties mutually will determine the appropriate grade level for participants in this Workshop.
 - c. For the benefit of students in City schools and at no charge to attendees, Contractor will provide one public performance or one school performance of a repertory program to consist of Agnes de Mille's *Rodeo* and Jiří Kylián's *Six Dances* at a City school or other venue to be approved by both parties.
 - d. In order to enhance the educational experience for students, the Contractor will provide teachers in the Mountain Brook schools pdf versions of curriculum guides for all major productions. These guides include the production's plot, history, facts, ballet theatre

etiquette, ballet vocabulary and a guide for teachers to use to supplement lesson plans regarding the ballet before and after attending the production.

- e. Contractor will keep its ballet school tuition at current rates and maintain scholarship levels for students who attend City Schools.
- f. If students are charged to attend productions, Contractor will keep its ticket prices at \$20.00 per ticket for students who attend schools in the City.

Additional information concerning the Contractor and nature of the Services is provided on the attached Exhibit A, which is incorporated by reference.

- 3. Contractor shall provide all personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract.
- 4. The Contractor is an independent contractor of the City. The City has no right to control the persons, agents or employees of the Contractor who provide the Services, and none of them are agents or employees of the City.
- 5. The Contractor shall indemnify and hold harmless the City and its agents, employees, and elected officials (collectively the "City") from and against all actions, causes, claims, demands, damages, losses and expenses of any kind, including, but not limited to attorneys' fees and court costs which may be asserted against, or suffered by the City, arising out of, or in connection with the acts or conduct of the Contractor, and its agents, employees and representatives, in performing or failing to perform any of their obligations or Services under this Agreement. The indemnification obligations in this provision shall survive the expiration or early termination of this Agreement for a period of three years.
- 6. The Contractor agrees to utilize commercially reasonable accounting procedures which are customary to similar operations. The Contractor shall maintain all financial records and other documents pertaining to its performance of obligations under this Contract for a period of three (3) years after its expiration or termination. Upon advance request by the City, the Contractor agrees to provide the City full access to, and the right to examine and audit, any of such financial records and other documents at reasonable times during the term of this Contract or during the three-year period following its expiration or termination.
- 7. If the Contractor fails to perform or comply with any of its material obligations under this Contract, any such failure shall constitute a default hereunder unless corrected by Contractor within thirty (30) days following its receipt of written notice of such default from the City. Upon the occurrence of any such default, the City shall have a right to terminate this Agreement before its expiration by giving Contractor written notice of such termination effective as of the time designated in that notice. Any such termination by City shall not relieve Contractor of its obligations or liability to the City arising hereunder that relate to or arise from events occurring before the termination or early expiration of this Contract.
- 8. This Contract contains the complete terms, conditions, understandings, representations and covenants between the City and the Contractor concerning the matters set forth herein. Unless stated herein, any prior negotiations or understandings concerning these matters are merged herein and of no effect.

In witness whereof, the undersigned, duly authorized representatives of the parties have affixed their signatures with the intent to bind their respective entities to the obligations in this Contract.

ALABAMA BALLET

By: _____

Printed Name: _____

Its: Director

Date: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

Printed Name: Lawrence T. Oden

Its: Mayor

Date: _____



EXHIBIT A ADDITIONAL INFORMATION

Alabama Ballet Company

The Alabama Ballet Company (AB), formed in 1981 is second-to-none in artistic excellence as Birmingham's second largest performing arts organization and Alabama's largest professional ballet company. The mission of AB is to promote and foster the development of classical and contemporary ballet through high quality performances, dance education and community outreach. The company is made up of 42 professional dancers from around the world. Under the artistic direction of Tracey Alvey, the AB performs five major programs during its regular season and tours throughout the state. This includes performances in Anniston, Montgomery, Tuscaloosa and Rainsville. The Alabama Ballet Center for Dance is a 21,500 square-foot facility with six studios which houses the company's administrative and artistic offices, the costume shop (with more than 750 costumes) and the Alabama Ballet School of Dance – Alabama's only ballet school accredited by the Royal Academy of Dance (RAD). In 2009, the Alabama Ballet rounded out its programming by becoming the home of the Alabama Ballet Tappers, a tap group with ages ranging from 3 to 82, with an annual performance in May at the Virginia Samford Theatre. Each year, the AB touches the lives of more than 30,000 people, including 15,000 youth in Alabama through its education and outreach programs.

There is a long history of ballet in Alabama, and the AB is proud to be the state's premier, professional ballet company. AB is one of only 56 ballet companies in America with budgets of \$1 million or more. AB provides the highest standard for professional dance in Alabama backed by its national reputation of being only one of seven companies licensed to perform George Balanchine's *The Nutcracker*. AB was the first ballet company in the state to offer full-time contracts to its professional dancers. AB also offers the strongest training environment for young professional ballerinas through its apprenticeship program and the Alabama Ballet School of Dance. AB provides a leadership role in strengthening and sharing the state's rich heritage of ballet, giving professional dancers the opportunity to remain in the state and pursue their careers. AB has strong community support and partnerships with numerous organizations including Samford University and the Alabama School of Fine Arts (ASFA) as our primary performance venues are at Samford's Wright Center (WC) and ASFA's Dorothy Jemison Day Theater. Southern Danceworks (SDW) uses our facility for rehearsal space, and AB also provides free office space to the Alabama Dance Council as we partner with them on numerous educational projects including a special Parkinson's dance class. In our 33rd anniversary season, AB is proud to serve Alabama through dance, having a \$2.5 million positive impact on Alabama's economy and strengthening the cultural fabric of the community we serve.

2014/15 is our 33rd Season, and it includes five major programs on the home season and a statewide tour, with appearances in Anniston, Rainsville, Tuscaloosa and Montgomery, in addition to returning for two productions at the new Alabama School of Fine Arts (ASFA) Dorothy Jemison Day Theatre.

The AB is presenting a total of 46 public performances and 12 school performances. The home season programs include *At Home* on September 26-October 5 (ABCD), *Dracula* on October 30-November 2, George Balanchine's *The Nutcracker* on December 12-21 (Wright Center), *Cinderella* on February 20-22 (Wright Center) and *Ovation* on April 10-12 (ASFA) featuring Sir Frederick Ashton's *Les Patineurs* and a commission of new choreography. Each season, the AB continues to gather information and data about its audiences in order to engage, develop and build audiences for dance, thereby strengthening Birmingham's cultural community.

Alabama Ballet's Current Service to Mountain Brook Residents

- 24% of the Alabama Ballet ticket buyers live in Mountain Brook
- 15% of the students in our RAD Accredited Ballet School reside in Mountain Brook
- Mountain Brook public schools attend our free school performances such as Cherokee Bend Elementary, Crestline Elementary and Mountain Brook Elementary
- The Alabama Ballet is part of the strong cultural sector of the greater Birmingham area, which makes Mountain Brook an attractive place to live and work as well as has a positive impact on the economy

AB's Current Programs

Professional Dance Company- AB employs forty-two professional dancers for 30 weeks a year. AB members perform classical and modern ballet for thousands of Alabama residents each year. They have classes and rehearsals five to six days a week and many serve as faculty members at numerous colleges and universities throughout the Birmingham area as well as teach students in our own Alabama Ballet School of Dance.

Alabama Ballet School of Dance (ABSD)- The ABSD opened in September 1999 at the new Alabama Ballet Center for Dance. In September 2008, the ABSD became the state's only dance school accredited by the Royal Academy of Dance (RAD). The school's faculty receives several weeks of training in order to offer a unified curriculum and students take annual RAD exams which are developed at the international level. The ABSD provides the highest quality training to aspiring artists which are specifically designed to be artistically challenging at all ages and skill levels.

Education and Community Programming- The benefits of educational and outreach programs extend beyond exposing children to the arts. Dance education improves learning, specifically math, and helps to develop social skills as well as building self-esteem. The art form also benefits because it brings in new talent that otherwise might never have made its way to a ballet class. Tracey Alvey, Alabama Ballet's Artistic Director, said, "If we didn't have education outreach, we might miss the next ballet star." AB offers numerous education and community programs including:

Dance Discovery Workshops are presented in schools for students in an assembly atmosphere to introduce basic ballet repertoire and discuss the historical context of the choreography, costumes and music. The Dance Discovery Workshops are designed for groups of 50 to 100 students where company dancers engage children in the basic history of ballet, dance terms and techniques while performing brief excerpts of work that showcase the depth and variety of the ballet repertoire. These programs are targeted for students K-8.

Free School Show Tickets are awarded to at-risk schools for each major production of the season. AB performs school shows for each major production we present throughout the season. These school shows serve more than 10,000 children from around the state. All students are provided a ticket at no cost and priority is given to students from underserved areas. More than 100 schools representing 15 counties in Alabama take advantage of our Free School Shows each year.

2nd Tuesday is a free educational program in which performances are held at the Alabama Ballet Center for Dance. Our 2nd Tuesday Series is an informal AB performance and "studio chat" with Artistic Director Tracey Alvey. These performances are free and open to the public and give a behind the scenes glimpse of our season productions.

Summer Programs include skill based programs designed to fit the needs to young dancers. Summer Intensive programs for ages 12-19 are for ballet students who wish to continue their training over the summer break and focus on transitioning into higher level ballet curriculum. Junior Ballet Camp is offered for students 8-12 and Dance Camps for ages 4-7 called "Tutus and Tiaras" give younger ballet students and those new to the art form a week-long experience which culminates with an in-studio performance for participants' family and friends.

Touring Programming- AB is the state's premier, professional ballet company and brings its productions to venues throughout the state. Each year, we partner with Knox Concert Series to present George Balanchine's *The Nutcracker* in Anniston. This year, we are performing *Cinderella* in Rainesville and Montgomery, and perform Juri Kylian's *Six Dances* at multiple venues throughout the state.

Evaluation

The Alabama Ballet is a strong believer in the importance of evaluating how we meet the needs of the constituents we serve. Our goals are measured by audience attendance, number of services provided and the quality of the performances and the accomplishment of our students. Also considered are factors such as continual development of new ballet works and the presentation of works never performed in Alabama, number and attendance of community outreach programs and the feedback from constituents participating in education programs. A thorough evaluation by our Board of Trustees and staff includes a review of our organization's mission and goals, and a realistic assessment of whether or not our activities serve the core values of the organization. The Alabama Ballet education and artistic staff adhere to the standards of the Royal Academy of Dance (RAD) Curriculum, and our students and school faculty are evaluated annually by RAD representatives. This provides an annual outside assessment of the quality of educational programs.

Financial Information

- Other funding sources:

<u>Source</u>	<u>Amount</u>	<u>Status</u>
Alabama Power Foundation	\$10,000	Received
Alabama State Council of the Arts	\$47,000	Approved
Mike and Gillian Goodrich Foundation	\$50,000	Received
Caring Foundation	\$35,000	Pending
Hugh Kaul Foundation	\$50,000	Approved
Independent Presbyterian Foundation	\$10,000	Pending
Robert R. Meyer Foundation	\$35,000	Received
Protective Life Foundation	\$10,000	Pending
Susan Mott Webb Charitable Trust	\$25,000	Pending

Conclusion

The generous past support of the City of Mountain Brook and the residents of Mountain Brook have helped the Alabama Ballet carry out its purpose to change lives through dance. We promote and foster the development of classical and contemporary ballet through high quality performance, dance education and community outreach. With renewed contracted service funding from the City of Mountain Brook, the Alabama Ballet will maintain the highest possible standards of artistic excellence and sustain its commitment to delivering exhilarating performances, innovative educational programs and enriching community engagement programs for all the citizens of the City of Mountain Brook. Funding from local government agencies is vital to the AB as it serves as matching funds for our Operating Grant from the Alabama State Council on the Arts. Thank you for your consideration.

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