

MEETING AGENDA

JOINT/CONCURRENT MEETINGS OF THE MOUNTAIN BROOK CITY COUNCIL AND THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT

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

APRIL 13, 2015, 7:00 P.M.

1. Meghan Ann Hellenga and Christen Greenwood of the Birmingham Museum of Art to address the Mayor and members of the City Council.
2. Approval of the minutes of the March 23, 2015 meeting of the Mountain Brook Emergency Communications District Board of Commissioners **(the only business matter before the Board of Commissioners of the Mountain Brook Emergency Communications District)**.
3. Approval of the minutes of the March 23, 2015 regular meeting of the City Council.
4. Consideration: Resolution appointing Nicky Barnes to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2020.
5. Consideration: Resolution appointing Brandon Plowden to the Tree Commission, to serve without compensation, with the term of office to end April 13, 2018.
6. Consideration: Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Red Mountain Restaurant Group, LLC, doing business as Cinco de Mayo 2015, for their May 5, 2015 outdoor patio event to be held in the parking lot located at 99 Euclid Avenue, 35213.
7. Consideration: Resolution 1) declaring a 2008 model mailing machine obsolete, declaring it surplus, and authorizing it trade-in , and 2) authorizing the execution of a lease agreement between the City and Secap Financial (subsidiary of Pitney Bowes Global Financial Services, LLC) with respect to City's lease of a Pitney Bowes Connect +500W Mailing System.
8. Consideration: Resolution approving a [service] conditional use application submitted by Helain Kanter for her operation of Jimi Yoga, LLC at 2414 Canterbury Road in Mountain Brook Village (Local Business District)
9. Consideration: Resolution modifying the terms of the janitorial services contract between the City and Jordan Janitorial, Inc. (Resolution No. 2013-062).
10. Consideration: Resolution awarding the bid for janitorial services for The Emmet O'Neal Library and authorize the execution of a (3-year) contract related thereto.
11. Announcement: The next regular meeting of the City Council is April 27, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Comments from residents.
13. Adjourn.

**MINUTES OF THE REGULAR MEETING OF THE
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
MARCH 23, 2015**

The Mountain Brook Emergency Communications District ("District") met in a regular public session in the City Hall Council Chambers (Room A108) of the City of Mountain Brook on Monday, the 23rd day of March 2015, at 6:55P.M.

The meeting was called to order and the roll of the Board of Commissioners was called with the following results:

Present: Virginia C. Smith, Chairman
Jack D. Carl
William S. ("Billy") Pritchard, III, Vice-Chairman
Lloyd C. Shelton
Alice B. Womack

Absent: None

Also present were Attorney Whit Colvin, Mayor of City of Mountain Brook Lawrence T. Oden, City of Mountain Brook Manager Sam Gaston, and City of Mountain Brook Clerk Steven Boone.

1. CONSENT AGENDA

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

Index No. 2015-041	Ratify the purchase by the City of Mountain Brook, Alabama from Quality Recording Solutions, LLC of the E911 Eventide Call Recording System in the amount of \$16,982.00 and authorize the purchase from NetMotion Wireless of a 3-year Maintenance Contract in the amount of \$4,725.00 and authorizing the transfer of funds from the District to the City of Mountain Brook Capital Projects Fund to reimburse the City for said purchases	Exhibit 1 Appendix 1
2015-042	Authorize the purchase of the ProQA software upgrade from Priority Dispatch for the City's E911 system in the amount of \$2,390	Exhibit 2 Appendix 2

Thereupon, the foregoing resolutions (Nos. 2015-041 through 2015-042) were introduced by Chairman Smith and their immediate adoption was moved by District member Shelton. The resolutions were then considered by the Board of Commissioners. District member Womack seconded the motion to adopt the foregoing resolutions. District Chairman Smith then called for a vote with the following results:

Ayes: Virginia C. Smith, Chairman
Jack D. Carl
William S. ("Billy") Pritchard, III, Vice-Chairman
Lloyd C. Shelton
Alice B. Womack

Nays: None

District Chairman Smith thereupon declared that said Resolutions (Nos. 2015-041 through 2015-042) are adopted by a vote of 5—0.

2. ADJOURNMENT

There being no further business to come before the District at this time, Chairman Smith adjourned the meeting.

Steven Boone, District Clerk

EXHIBIT 1

RESOLUTION NO. 2015-041

BE IT RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby ratifies the purchase by the City of Mountain Brook, Alabama from Quality Recording Solutions, LLC of the E911 Eventide Call Recording System in the amount of \$16,982.00 (re: Purchase Order No. 6140); and

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby authorizes the purchase of Net Motion Mobility Premium XE 3-Year Maintenance Contract in the amount of \$4,725.00 to be paid from the City's E911 Fund. (re: Purchase Order No.); and

BE IT FURTHER RESOLVED by the Board of Commissioners of the Mountain Brook Emergency Communications District that the Board hereby authorizes the transfer of funds in the amount of \$21,707.00 from the District to the City of Mountain Brook Capital Projects Fund to reimburse the City for the following capital purchase(s) made by the City on behalf of the District:

Vendor	Short Description	Amount
Quality Recording Solutions	E911 call logging system (P. O. 6140, Check No. 94222)	
441359067300604	Equip-Logging Recorder	\$16,982.00
NetMotion Wireless	Mobility XE Premium Maintenance (PO	
441359067300502	Equip-911 System Upgrade	\$4,725.00
	Total	<u>\$21,707.00</u>

Accounting: Ledger	Description	Amount
44110010000	Cash – Capital Projects Fund (Iberia)	\$21,707 DR
44134084831	Transfers from E911 Fund	\$21,707 CR
53110022376	Cash – E911 Fund (Regions)	\$21,707 CR
53135906941	Transfers to Capital Projects Fund	\$21,707 DR

APPENDIX 1

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 23rd day of March. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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

1. AGENDA

1. Plans for grand opening of Cahaba River Walk on April 10, 2015 at 4:00 p.m. – Shanda Williams.
2. James Lowery, Coordinator of the Birmingham Mineral Railroad Sign project, to address the City Council.
3. Conditional use application for Sawtooth Cookhouse to be located at 53 Church Street (to occupy a portion of the space formerly occupied by CVS Pharmacy – Dana Hazen. (Resolution 2015-046 was added to the formal agenda.)

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
MARCH 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 23rd day of March, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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 meetings were open for the transaction of business.

1. 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 March 9, 2015 regular meeting of the Mountain Brook City Council

2015-043	Authorize the execution of an access easement agreement between the City, Ajlouny Investments, LLC and Donna Gray with respect to the Piggly Wiggly development	Exhibit 1 Appendix 1
2015-044	Authorize the acceptance of a professional services proposal between the City and Bhate Environmental for geotechnical consulting services with respect to the proposed Park View Townhome subdivision in adjacent to Mountain Brook Village	Exhibit 2, Appendix 2
2015-045	Recommend to the ABC Board the issuance of a 240 – Non-Profit Tax Exempt license to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its May 2, 2015 Fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, AL	Exhibit 3, Appendix 3
2015-046	Approve the lunchtime restaurant conditional use application for [tentatively named] Sawtooth Cookhouse to be located at 53 Church Street, subject to the requirement that all employees park in designated long-term public parking within Crestline Village	Exhibit 4 Appendix 4

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

Ayes: Virginia C. Smith, Council President
 William S. Pritchard, III, Council President Pro Tempore
 Alice B. Womack
 Jack D. Carl
 Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said Council minutes and Resolution Nos. 2015-043 through 2015-046 are adopted by a vote of 5—0.

2. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1932) AMENDING THE MASTER DEVELOPMENT PLAN FOR THE PARK AT OVERTON, IN THE CITY OF MOUNTAIN BROOK, ALABAMA, TO ALLOW A PATIO COVER ON LOT 6 (3766 VILLAGE LANE) TO BE 4.98 FEET FROM THE REAR PROPERTY LINE IN LIEU OF THE REQUIRED 15 FEET (EXHIBIT 5, APPENDIX 5)

The ordinance was introduced in writing by Council President Smith who then invited introductory comments from the developer.

Brook Harris, representing the developer, explained that the amendment is similar to one previously approved [see Ordinance No. 1914 adopted September 8, 2014]. To the rear of the subject property lies a detention pond so the encroachment will not affect adjoining property owner's enjoyment of their properties.

There being no further comments or discussion, President Smith closed the public hearing and called for a motion. Council President Pro Tempore 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 Womack and was carried, as follows:

Ayes: Virginia Smith, Council President
 William S. Pritchard, III, Council President Pro Tempore
 Jack D. Carl
 Lloyd C. Shelton
 Alice B. Womack

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 Carl then moved for the adoption of said ordinance. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia Smith, Council President
 William S. Pritchard, III, Council President Pro Tempore
 Jack D. Carl
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

The President of the Council declared that the said ordinance (No. 1932) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday April 13, 2015 at 7:00 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.

4. ADJOURNMENT

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

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-043

WHEREAS, on December 16, 2014, the City Council of the City of Mountain Brook adopted an ordinance rezoning certain property along Vine Street to be redeveloped as a Piggly Wiggly community grocery store ("Piggly Wiggly Property"); and

WHEREAS, in conjunction with that rezoning, the City entered into related agreements whereby it would acquire property to be used both in conjunction with grocery store operations and as public parking for Crestline Village ("City Property"); and

WHEREAS, DCDG, LLC owns property located at 43, 45 and 49 Church Street, directly adjacent to the City Property and the Piggly Wiggly Property; and

WHEREAS, the City proposed that DCDG, LLC grant the City an access easement for vehicular and pedestrian traffic so as to improve circulation and access to the City Property; and

WHEREAS, DCDG, LLC has agreed to provide that easement under the terms and conditions expressed in the Agreement, attached hereto (the "Agreement").

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

1. The Agreement between the City of Mountain Brook, DCDG, LLC, and Ajlouny Investments, LLC is and hereby shall be approved.
2. The Agreement serves valid and public purposes and confers significant benefits on the public, including but not limited to, improved traffic and pedestrian circulation in Crestline Village, provision of a safe and effective pedestrian connection between Vine Street and Church Street, improved access to the City Property and public parking facilities, and preservation of and improvement to the aesthetic quality of commercial and community development in Crestline Village.
3. The consideration for the access easements set forth in the Agreement was fully negotiated between the parties to it and the City Council specifically finds and concludes that such consideration, as applicable, is fair, adequate and constitutes the fair market value of the interests being acquired.

APPENDIX 1

RESOLUTION NO. 2015-048

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Nicky Barnes is hereby appointed to the Mountain Brook Board of Education, to serve without compensation, with the term of office to end May 31, 2020.

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk

Board of Education Appointment

Inbox/Agenda x

Sam Gaston

4:24 PM (18
hours ago)

to Whit, Billy, me

Okay. We will place it on the April 13th Council agenda.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
Mountain Brook AL. 35213
[\(205\) 802-3803](tel:(205)802-3803) Phone

From: Whit Colvin [mailto:wcolvin@bishopcolvin.com]
Sent: Tuesday, March 24, 2015 4:24 PM
To: Sam Gaston
Cc: Billy Pritchard
Subject: Re: Board of Education Appointment

Yes. See below for the state law on member appointments:

Annually at the regular meetings of the city council or commission in April the council or commission shall elect a member or members of the board of education to succeed those whose term or terms of office expire that year. Members of the city board of education shall assume office at the next regular meeting of the city board of education in June following their appointment. The terms of office of members of the city board of education shall be five years, and the term of one member shall expire annually. A member shall serve on the board until his or her successor assumes office. In the event of a vacancy in the membership of the city board of education by resignation or otherwise, the fact shall be reported to the city council or commission by the board, and the council or commission shall elect a person to fill the vacancy for the unexpired term.

Whit Colvin
Bishop, Colvin, Johnson & Kent, LLC
Phone: (205) 251-2881
Fax: [\(205\) 254-3987](tel:(205)254-3987)
Mobile: [\(205\) 222-6225](tel:(205)222-6225)
wcolvin@bishopcolvin.com
www.bishopcolvin.com

On 3/24/2015 1:55:11 PM, Sam Gaston <gastons@mtnbrook.org> wrote:

Whit,
Can we make the Board of Education appointment of Nicky Barnes to replace Jane Menendez at the April 13th meeting?

Sam S.Gaston
City Manager

RESOLUTION NO. 2015-049

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Brandon Plowden is hereby appointed to the Tree Commission, to serve without compensation, with the term of office to end April 13, 2018.

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk

Sam Gaston

From: Bill Warren
Sent: Thursday, March 12, 2015 4:59 PM
To: 'Sam Gaston'
Subject: FW: Brandon Plowden Bio

Is this enough?

Gina is trying to pull together a schedule for the schools next week. I plan to put that in a short reminder and send out tomorrow.
Best,

Bill Warren
LAH Commercial Real Estate
2850 Cahahba Road, Suite 200
Birmingham, Al 35223
205-870-8580 Office
205-960-1787 Cell
205-572-4528 Fax
bwarren@lahcommercial.com
www.LAHcommercial.com

From: Brandon Plowden [mailto:jbplowden@gmail.com]
Sent: Wednesday, March 11, 2015 10:25 AM
To: bwarren@lahcommercial.com
Subject:

Hey Bill,

Thank you for considering me for the open position on the tree commission. I appreciate the commission's goal and the time invested by the members. We moved to Mountain Brook 10 years ago and love it now more than ever for the schools, the community spirit, and of course the natural beauty of our neighborhoods.

Darcie and I have three children; Lily is in the 7th grade at the junior high, Davis is in 5th grade at BWF, and Madeline is in 1st at BWF. We attend Canterbury United Methodist church and when I'm not at football, baseball, basketball, gymnastics, or church; I work at Granite Transformations and Good Fences of Alabama. I grew up in Bluff Park and went to Berry High School and then to Alabama where I graduated with a finance degree and the worked at Motion Industries for 20 years before striking out on my own with GT and Good Fences.

That's a little about myself; please let me know if you have any questions or need additional information. I'd be proud to serve our community on the tree commission.

Best Regards,
Brandon

RESOLUTION NO. 2015-050

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Red Mountain Restaurant Group, LLC, doing business as Cinco de Mayo 2015, for their May 5, 2015 outdoor patio event to be held in the parking lot located at 99 Euclid Avenue, 35213.

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

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting 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 April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150326143605513

Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00

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

Trade Name: CINCO DE MAYO 2015 **Filing Fee:** \$50.00

Applicant: RED MOUNTAIN RESTAURANT GROUP LLC **Transfer Fee:**

Location Address: PARKING LOT OF 99 EUCLID AVE MOUNTAIN BROOK, AL 35213

Mailing Address: 99 EUCLID AVE MOUNTAIN BROOK, AL 35213

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

Type Ownership: LLC

Book, Page, or Document info: LR200806 24010

Date Incorporated: 05/30/2008 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 05/30/2008 **Alabama State Sales Tax ID:** R000723755

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

CANNON PARRISH PRICKETT 7358606 - AL	MEMBER	10/04/1977 FLORIDA	1050 HIGHLAND PARK PL BIRMINGHAM, AL 35242
CLEVELAND DOYLE WALKER 9240511 - AL	MANAGING MEMBER	05/20/1968 ALABAMA	7 PANOMA AVENUE HOMEWOOD, AL 35209
CHARLES MICHAEL MATSOS 5203023 - AL	MEMBER	02/12/1968 BIRMINGHAM, AL	4200 ANTIETAM DR MOUNTAIN BROOK, AL 35213

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

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

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

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

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

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

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

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

Contact Person: SAM DRUMMOND

Business Phone: 205-515-5401

Fax:

Home Phone: 205-290-8116

Cell Phone: 205-937-3524

E-mail: SAMDRUMMOND@AQ2TECH.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20150326143605513

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **SOUTHPACE MANAGEMENT INC 205-326-2222**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **6140** Display Square Footage:
 Building seating capacity: **300** Does Licensed premises include a patio area? **YES**
 License Structure: **SHOPPING CENTER** License covers: **OTHER**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150326143605513

Initial each

Signature page

aw

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

aw

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

aw

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

aw

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

~~_____~~

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

~~_____~~

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

aw

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

aw

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

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

aw

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

Applicant Name (print): *Cleveland Doyle Walker*

Signature of Applicant: *Cleveland Doyle Walker*

Notary Name (print): *Wendy Abbott*

Notary Signature: *Wendy Abbott*

Commission expires: *10-21-18*

Application Taken:
Submitted to Local Government:
Received in District Office:

App. Inv. Completed:
Reviewed by Supervisor:

Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 ALCOHOL LICENSE APPLICATION
Confirmation Number: 20150326143605513



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 05/05/2015 Ending Date: 05/05/2015

Special terms and conditions for special event/special retail:

NO TO GO SALES PERMITTED

Other Explanations

License Covers: **OUTDOOR EVENT HELD ON PATIO AND IN THE PARKING LOT**
 Are there any special restrictions, instructions, and/or conditions for this license?: **NO TO GO SALES. PREMISES WILL BE BARRICADED W/ ONLY 2 ENTRANCES SECURED BY MTN BROOK PD**

Receipt Confirmation Page

Receipt Confirmation Number: **20150326143605513**
Application Payment Confirmation Number: **15758904**

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: **CINCO DE MAYO 2015**
Applicant Name: **RED MOUNTAIN RESTAURANT GROUP LLC**
Location Address: **PARKING LOT OF 99 EUCLID AVE
MOUNTAIN BROOK, AL 35213**
Mailing Address: **99 EUCLID AVE
MOUNTAIN BROOK, AL 35213**
Contact Person: **SAM DRUMMOND**
Contact Home Phone: **205-290-8116**
Contact Business Phone: **205-515-5401**
Contact Fax:
Contact Cell Phone: **205-937-3524**
Contact Email Address:
Contact Web Address:



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.874.0611
www.mtnbrook.org

April 14, 2015

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

Facsimile: (205) 942-3784

Ladies and gentlemen:

Attached is a copy of a resolution passed at the April 13, 2015, regular meeting of the Mountain Brook City Council recommending the issuance of a 140 – Special Events Retail license to:

Red Mountain Restaurant Group, LLC (dba\Cinco de Mayo 2015)

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

Sincerely,

Steven Boone,
City Clerk

Enclosure

C: SamDrummond@aq2tech.com

RESOLUTION NO. 2015-051

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, as follows: It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

- Asset No. 13703 - IS460 Mailing Machine w/ Scale (Neopost 12673298, S/N DC0827039)

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to trade-in said obsolete property in conjunction with the acquisition of a replacement asset.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a lease agreement between the City and Secap Financial LLC, in the form as attached hereto as Exhibit A, with respect to the City's (60 month) lease of a Pitney Bowes Connect +500W Mailing System.

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk



CITY OF MOUNTAIN BROOK

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

To: Sam Gaston, City Manager
From: Steven Boone *S. Boone*
Date: April 8, 2015
CC: Mayor and members of the City Council
Subject: Replace existing postage machine

I propose that the postage machine be replaced. The existing postage machine was purchased in October 2008. The replacement was budgeted for fiscal 2015 in the amount of \$8,000. Rather than purchasing, I suggest the new postage machine be leased (60 months). Attached is my comparison of the lease and purchase options and rationale for leasing.

Also attached is the standard form lease agreement. I seriously doubt the City will prevail if modifications to the standard terms are sought. If the terms of the lease are unacceptable for any particular reason, we can go with the purchase option.

**Mail (Postage) Machine
City of Mountain Brook
8-Apr-15**

	Lease	Purchase
Initial Lump Sum Cost		
Equipment		\$ 9,845
Trade-in		<u>\$ (1,200)</u>
Net Cost After Trade		\$ 8,645
 Recurring Costs		
Lease (includes trade-in)	\$ 2,148	
Maintenance	\$ 900	\$ 890
Meter Rental (#)	<u>\$ 1,272</u>	<u>\$ 1,368</u>
Annual Recurring Costs	<u>\$ 4,320</u>	<u>\$ 2,258</u>
 Life of Lease (5 years)	 <u>\$ 21,600</u>	 <u>\$ 11,290</u> (@)
 Total (excluding supplies)	 <u><u>\$ 21,600</u></u>	 <u><u>\$ 19,935</u></u>
 Finance Charge (8.9% APR)	 <u><u>\$ 1,665</u></u>	

(#) Vendor will provide meter rental at no charge for first year as follows:

(@) Does not reflect annual rate increases.

Advantages of leasing:

- 1 Locks in meter rental rate for duration of lease. Expect annual inflationary increases if purchased.
- 2 Locks in maintenance rate for duration of the lease. Expiring maintenance agreement on current mail machine is \$3,300 annually. Increases will likely significantly outpace inflation.

Disadvantages of leasing:

- 1 Lease is noncancellable (mitigated by fact that City will likely always require a mail machine making early cancellation unlikely)
- 2 Finance charge (most likely offset by savings from locking in maintenance cost)

LEASE TERMS AND CONDITIONS

This is a lease with Secap Finance, a division of Pitney Bowes Global Financial Services LLC (PBGFS), a wholly-owned subsidiary of Pitney Bowes Inc. (PBI). Secap Finance provides leasing options to our customers. Secap Finance does not warrant, service or otherwise support the equipment. Those services are provided by PBI as stated in the Secap Finance Terms for Dealers, or by the applicable dealer or other third party with whom you have entered into a service agreement. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

L1. DEFINITIONS

- L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Secap Finance Terms for Dealers.
- L1.2 For the purposes of these Lease Terms and Conditions, "Affiliate" means a legal entity that is controlled by, controlling, or under common control with Secap Finance, including without limitation, PBGFS and PBI. "Control" means more than 50% of the voting power or ownership interests.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our Invoice.
- L2.2 You may not cancel this Lease for any reason. All payment obligations are unconditional.
- L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Secap Finance Terms for Dealers.
- L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in advance each month for all payments on the Order (each, a "Monthly Payment"), except as otherwise mutually agreed in writing or as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

- L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1 or L6.2, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

- L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

- L6.1 During the 30 days prior to the end of your Lease, you may, if not in default, select one of the following options:
- enter into a new lease with us;
 - purchase the Equipment "as is, where is" for fair market value; or
 - return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.
- L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive monthly extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice not less than 7 days (or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

- L7.1 NEITHER SECAP FINANCE, NOR ANY OF ITS AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.
- L7.2 In the event that you have checked the box for a Secap Affiliate to provide you with a Service Level Agreement, Maintenance Service (as defined in the Secap Finance Terms for Dealers), or any other service or support component, PBI provides you with (and we assign to you our rights in) the limited warranty in the Secap Finance Terms for Dealers.
- L7.3 NEITHER SECAP FINANCE, NOR ANY OF ITS AFFILIATES, NOR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS, ARE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

- L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and any related maintenance records.
- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

Because we own the Equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You must demonstrate to us that the Equipment will be protected by showing us that your insurance will cover the Equipment.

L9.1 Risk of Loss.

- You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. MAINTENANCE TERMS

- L10.1 If you checked the box for "Service by Dealer or other Third Party" in the Order, Section G3.1 with respect to Secap Finance or its Affiliates' warranties regarding Maintenance Service do not apply.
- L10.2 If you checked the box for "Service by Dealer or other Third Party" in the Order, Section S4 of the Secap Finance Terms for Dealers with respect to Maintenance Service does not apply.

L11. MISCELLANEOUS

- L11.1 If more than one lessee is named in this Lease, liability is joint and several.
- L11.2 You, and any principal, owner, officer or guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information. Each of these persons authorizes us to obtain credit reports on them now and in the future.
- L11.3 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.
- L11.4 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L11.5 You may use a purchase order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none of its terms and conditions will supplement, amend, modify or supersede the terms and conditions of this Agreement, nor will any of its terms be incorporated herein, and it will not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for any ancillary services set forth in such purchase order.

L12. ADDENDUM TO LEASE AGREEMENT

- L12.1 If you checked the competitive checkbox on the lease agreement You are solely responsible for the obligations on your lease with Former Lessor, and for determining the amounts due on it; any assistance provided by Vendor or us was done at your request and as a convenience to you, and Vendor and we are not responsible for any errors or omissions which occurred in collecting information concerning your lease with your Former Lessor for you. You will be solely responsible for any amounts above the Pay Off Amount due to Former Lessor. Regardless of any dispute concerning amounts due to the Former Lessor, you shall pay all payments due to us, and perform all other obligations, under the Lease. Your obligation to repay to us the Pay Off Amount is unconditional. If the Lease is cancelled, terminated, or is ineffective for any reason (except if conditionally terminated in contemplation of a new lease between you and us) the Pay Off Amount shall become immediately due and owing to us (regardless of whether you may have been released in whole or in part from the obligation to pay other sums under the Lease including Total Payments).

4/8/15

Covenant



MAILING



PRINTING



SOLUTIONS

Proposal

For





Connect+® 500W will handle your time sensitive projects

High performance – You can depend on Connect+ 500W to meet your daily critical deadlines. It is fast enough for your biggest jobs, yet nimble enough to help you with complicated work. It will seal envelopes up to 5/8" while printing postage at up to 120 letters per minute.

Weigh-on-the-Way® (WOW®) – Mixed weight and mixed size mail become simple with Connect+500W. Its automatic weighing and rating runs mail with mixed weights and sizes. You don't have to stop and calculate postage—Connect+500W does it for you. And you will never guess on postage or risk returned mail.

Parcel ready – Even your shipping is simpler with Connect+ 500W. Process large envelopes and parcels, with options to support Postal requirements for package barcode labels.

Connect+ 500W makes your job easier

Easy to use – Connect+ 500W's color touch screen simplifies your daily work. Postal rules change frequently and are often misunderstood—but Connect+ 500W makes them clear with an intuitive menu on the touch screen.

Manage finances – The Connect+ 500W makes it easy to track postage. It will help you manage your cash flow, postage purchases and expense allocations by department or by job. The optional INVIEW® Dashboard simplifies tracking for one or multiple locations.

FEATURES	SPECIFICATIONS
Weigh-on-the-Way (WOW)	Standard – up to 16 oz.
Processing speed (letters per minute)	Up to 60 WOW, and 120 non-WOW
Envelope processing	Thickness: feed and seal up to 5/8" Media size: 3 1/2" x 5" up to 10" x 14" Envelope flap depth: min 1", max 3 7/8"
Weighing & rating	10 lb. (standard); additional options up to 70 lbs.
Color touch screen display	Standard – 10.2" (WSVGA)
Connect+ analytics	Standard - up to 50 accounts; options up to 3,000 accounts
Dimensions	65" L x 25" D x 24" H with drop stacker
Package tapes	Standard - adhesive roll tape
Graphics printing	Standard - download graphic images or create envelope text
Color printing	Optional - print graphics or text in black or full color (1200 dpi)



MAILING | PRINTING | SOLUTIONS

p 205.640.1618 | f 205.640.1628 | www.covenantmailing.com

©2014 Pitney Bowes Inc. All rights reserved. Pitney Bowes, a global technology company, powers billions of transactions - digital and physical - in the connected and borderless world of commerce. Pitney Bowes, the Corporate Logo, the Eagle Design, Connect+, Weigh-On-the-Way, WOW and INVIEW are trademarks of Pitney Bowes Inc. All other marks are the intellectual property of their respective owners.

Connect+[®] 500W



Connect+ 500W keeps you productive by making your job simpler

Every day, you have critical deadlines for billings, statements and customer notifications.

And you have to juggle different types of mail, being sure that every piece has the correct postage and tracking barcode when required.

With the Connect+ 500W, every job will be done right and on time, because there will always be more to do tomorrow.

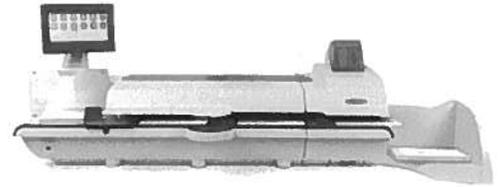
Introducing Connect+ 500W

Connect+ 500W will help you meet your daily deadlines and keep up with ever-changing Postal rules. Its advanced technology makes your work simpler—whether for your everyday mail or your special mailing needs.

- Ready to handle mail with mixed sizes, thicknesses and weights, without you or your staff having to interfere.
- Simplifies your shipping by handling small and large parcels at the best rate.
- An advanced level of technology that everyone can use with capabilities you can count on.
- Easy and simple to use. Communicate effectively with your customers and meet your deadlines.



Pitney Bowes Connect +500W Mailing System



Straight Purchase

Purchase Price @.....\$ 9,845.00
Trade-in @.....\$ 1,200.00

Total Purchase Price @.....\$ 8,645.00

Lease

60 Month Lease @.....\$179.00 per month
Meter Rental @.....\$ 64.00 per month
Maintenance Agreement @.....\$ 75.00 per month

All Inclusive Monthly lease Total @.....\$ 318.00 per month

INCLUDES:

Web Based Architecture for daily Rate & Updates
Fully automatic feeding of 120 envelopes per minute
WOW Weigh On the Weigh dynamic inline scale
10 lb. Interfaced Scale with platform
10.2" Color Touch Screen Display
Graphical User Interface
Built-in roll tape dispenser
Secure Envelope Sealing with pump fed pad
Accounting of up to 50 accounts
Unlimited Preset Jobs
Low Postage Alert
High Value Postage Protection
Support Staff (LOCAL)
Installation & Training

+42 for E-Services
350

Meter Rental, Maintenance & Supplies

Meter Rental:

Meter Rental @ \$ 216.00 per quarter. All rate change software is included at no charge, and postal updates will be downloaded the day of the rate change via the WEB.

The first web and app-based architecture mailing system.

Easy-to-use and approachable. Add \$ 42.00 per month for E-Certified & E-Return Receipt

EMA Customer Care Agreement:

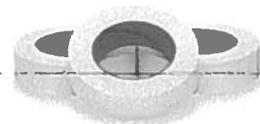
After your 90 day warranty, your EMA that includes all emergency service and preventative maintenance calls, including parts and labor would be @.....\$ 890.00 per year.

Supplies:



Red Ink Printer Cartridge 78ml @.....\$ 134.99 each
(Yields approx. 18,000 impressions)

EZ Peel Self Adhesive Tape Rolls @\$ 87.29 per box
(3 rolls per box, yields approx. 2,100 meter tapes)



Mid Volume Digital Meters

Connect+™ 500W Series

PCN	Description	Suggested Retail
Connect+ Analytics Options		
NOACCT	No Analytics Required	--
APA2	Connect+ Analytics (Max 100 Accounts)	\$595.00
APA4	Connect+ Analytics (Max 500 Accounts)	\$1,295.00
APA5	Connect+ Analytics (Max 1000 Accounts)	\$1,445.00
APA7	Connect+ Analytics (Max 2000 Accounts)	\$1,745.00
APA9	Connect+ Analytics (Max 3000 Accounts)	\$2,245.00
NV10	INVIEW Dashboard Web Acct. Bundle SINGLE Unit ²	\$995.00

² INVIEW optional. Refer to the INVIEW Dashboard section for additional options and ordering requirements

BMZ1	Connect+ Business Manager Interface	\$995.00
MSPQ	Connect+ SendSuite Interface One per Connect+ system. Enables interfacing of SendSuite software to each Connect+	\$295.00

Software

1FR4	USPS BRM Rates	\$495.00
APFD	Energy Star Enabled	\$0.00
APF9	Connect+ Creative Fonts	\$145.00
APF8	Connect+ Vertical Market Fonts	\$145.00
PSOF	PresortExtra for Flats	\$0.00

Furniture

M074501	45 1/2 in. Storage Table	\$1,130.00
M076801	68 in. Storage Table	\$1,340.00
M07MST4501	45 1/2 in. Basic Table	\$495.00
M07MST6801	68 in. Basic Table	\$575.00
SVWA	Connect+ Series Console with Scale Stand	\$1,395.00
SVWB	Bridge for Connect+ Series Console	\$345.00
SVWC	Double Drawer & Door Kit for Connect+ Series Console	\$695.00
SVWD	Additional Scale Stand for Connect+ Series Console	\$245.00
SVWX	Console Extension Kit	\$495.00

Meter / IntelliLink		Secap Lease Discount Rental	SALE
PCN	Description	Monthly	Quarterly*
1W00, M9SS, SG00	Connect+ Series Meter w/PP (NTP), IntelliLink Subscription, Purchase	\$64.00	\$216.00
Select this meter plan if confirmation services are required			
1W00, SG00	Connect+ Series Meter, Purchase Power and SoftGuard Rate Update	\$64.00	\$216.00
M9SS	IntelliLink Subscription Confirmation Services	\$17.00	\$51.00
MW90008	Connect+ VBS Welcome Kit	\$0.00	\$0.00
1FS1	USPS Confirmation Services	\$0.00	\$0.00
Select this meter plan for confirmation and e-Return Receipt services.			
1W00, SG00	Connect+ Series Meter, Purchase Power and SoftGuard Rate Update	\$64.00	\$216.00
ERR1	e-Return Receipt Rate and Feature	\$0.00	\$0.00
M9SS	IntelliLink Subscription Confirmation & e-return receipt	\$42.00	\$126.00
MW90008	Connect+ VBS Welcome Kit	\$0.00	\$0.00
1FS1	USPS Confirmation Services	\$0.00	\$0.00

* Option: annual billing available

\$342.00
QTR

\$106.00
ON LEASE

RESOLUTION NO. 2015-052

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional service use application submitted by James Lee for Jimi Yoga to allow yoga classes at 2414 Canterbury Road, subject to the following conditions:

- (1) that class sizes be limited to a maximum of _____;
- (2) that there be no classes concluding after 10:00 a.m. or resuming prior to 4:30 p.m. on any day of the week;
- (3) that there be a separation of class ending and beginning times of a minimum of 30 minutes.

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk



CITY OF MOUNTAIN BROOK

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

DATE: April 9, 2015
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Conditional Use – Jimi Yoga - 2414 Canterbury Road (interior half of Linda Dobbins Dance)

The proposed conditional use is a yoga studio. The attached letter from the applicant details the proposed class schedule and number of instructors/students for each session. The applicant has made an attempt to conduct heavier class volumes in the mornings and evenings in order to alleviate any parking conflicts with retailers in the immediate area. However, the volumes are still quite high when compared to the number of parking spaces available on surrounding public streets (see aerial).

Another problem is that some of the classes are back-to-back (particularly in the mornings) which could result in as many as 96 cars parked in the vicinity at a given time. And while the morning classes are to conclude prior to retail businesses opening (10:00), there is still the potential disruption (automobile noise and the slamming of car doors) of the neighboring residential uses on Canterbury and the potential for parking to spill into the residential neighborhood.

The applicant has contacted all of the Canterbury merchants to let them know the details of the proposal, and some of the merchants are opposed to this proposal, even with the heavier volumes of classes in the mornings and evenings.

Staff recommends that should any approval be granted for the proposed use that class sizes be comparable to those previously approved by the council for other fitness facilities in the villages (see below), that there be no classes concluding after 10:00 a.m. or resuming prior to 4:30 p.m. on any day of the week, and that there be a separation of class ending and beginning times of a minimum of 30 minutes.

Previously-approved conditional uses for fitness centers:

MB Village:

MB Crossfit – max of 8 clients at one time – Western shopping center – private parking (open morning and evening);

Michael Meadows Fitness Center – max of 8 clients at one time during noon hour – Mountain Brook Mall – private parking (open all day).

English Village:

Grand Jete - max 12 students per class

Crestline Village:

Total Fitness Consultants – max 6 clients at one time (Country Club Park shopping center – private parking)

BEFORE THE CITY COUNCIL OF MOUNTAIN BROOK, ALABAMA
APPLICATION FOR APPROVAL OF CONDITIONAL USE BUSINESS
UNDER MUNICIPAL CODE SECTION 129-192(b)(1)h - FITNESS CENTER
KNOWN AS "JIMIYOGA" AT 2414-16 CANTERBURY ROAD

Business owners, James Lee and Linda West, respectfully request City Council approve our application to operate a Yoga Studio in the business currently occupied by the Dance Studio. Yoga is a discipline that enhances one's health and well-being by systematically stretching and strengthening muscles throughout the body, increasing circulation to internal organs and glands, quieting the nervous system and improving concentration. We hope to enhance and improve the lives of community members. Yoga allows students to progress at their own pace and is suitable for young people and seniors alike.

The **size** of the facility is believed to be approximately 2000 square feet in area. The lease is available to begin as of August 1, 2015. The landlord, Scotch Real Estate & Ins. Co. Inc., has the specifications.

The **floor plan** will remain open, similar to the Dance Studio. There will be the addition of a commercial washer & dryer for personal towel service. If feasible, 2 male and 2 female showers will be installed in the changing rooms. Any work undertaken would be done only by City Council approved contractors.

The **street view** will be of retail items of yoga clothing and accessories. No classes will be viewable. We also plan to sell bottled waters, juices and blended fruit and vegetable health drinks.

The **usage** will be for yoga and exercise classes for different age groups, and, the sale of the limited retail items described above. We will also offer individual instruction. We will apply for a consolidation permit.

The **hours** will be from 5:45 a.m. until 9:15 p.m. We will be **closed from 10:45 through 1:15** in order to accommodate parking for other businesses during these peak hours.

There will be an **incentive program for pedestrian students** to earn points toward gift certificates to local businesses. All employees will be required to park in all day parking and walk to the studio.

Our intention is to always act responsibly and with the best interest of each student, as well as, with the solid community values and character of Mountain Brook Village in mind.

Classes. The class schedule is structured to maximize the use of parking at times when it is not in use by other area businesses and to minimize use of available parking at during the times it is valuable to them. Classes will be one to one and one half hours long. There will be **one instructor per class**, who will park in an all-day parking area. Class size will be limited by fire marshal capacity at times when ample parking is available and limited to 20 or fewer students during any times close to the prime hours of neighboring businesses.

Schedule

Mon-Friday

6:00-7:00 a.m. - 48 students (max limited by Fire Marshall Capacity)

7:15-8:30 a.m. - 48 students

8:30-10:00 a.m. – max 20 Students

In between 10:00 a.m. and 3:30 p.m. - will have no classes but may have no more than 2 students for private lessons.

3:30-5:00 p.m. - max 10 Students

5:30-6:30 p.m. - 48 students

7:00-8:00 p.m. - 48 students

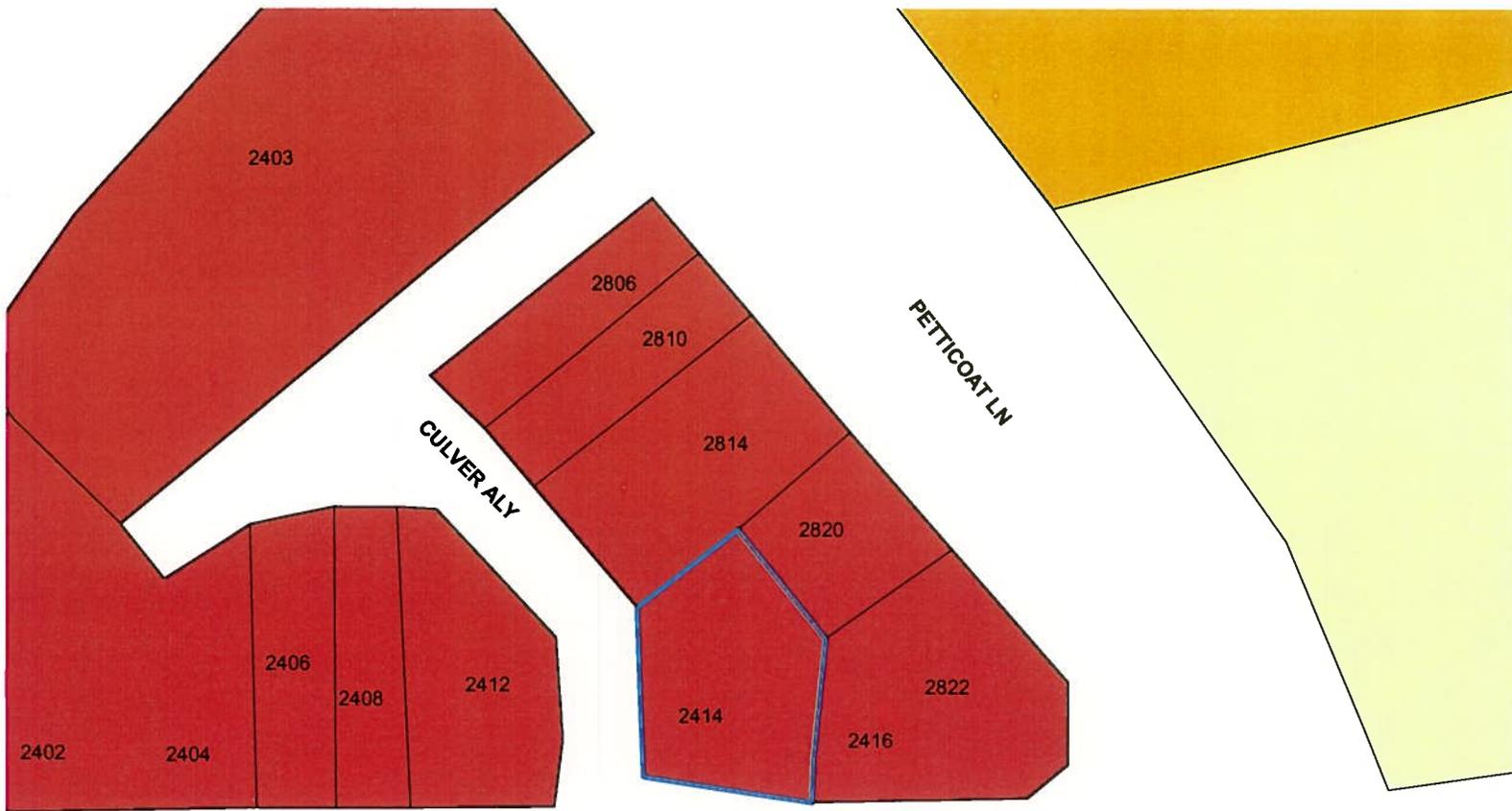
Sat/Sun

8:00-9:00 a.m. - 48 students

9:30-11:00 a.m. - 48 students

2:00-3:30 p.m. - 48 students

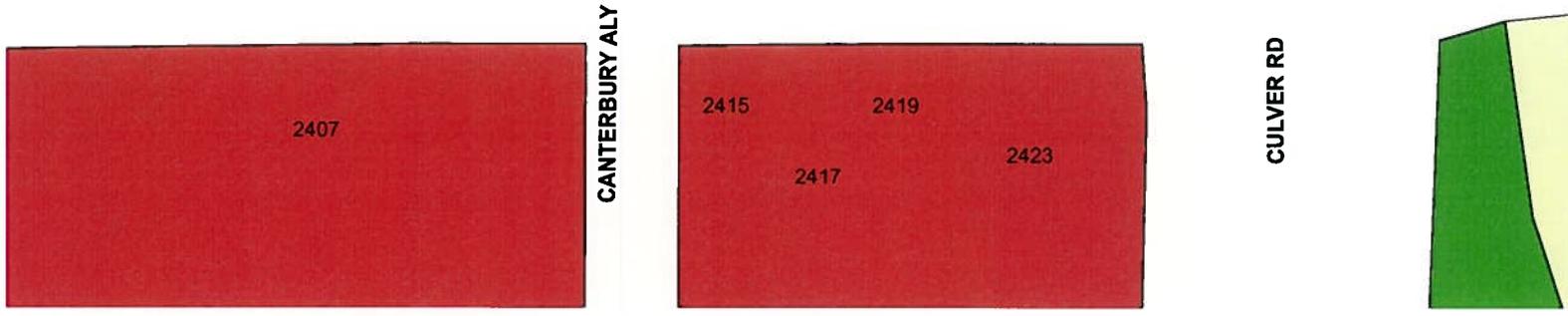
4:30-6:00 p.m. - 48 students



CANTERBURY RD

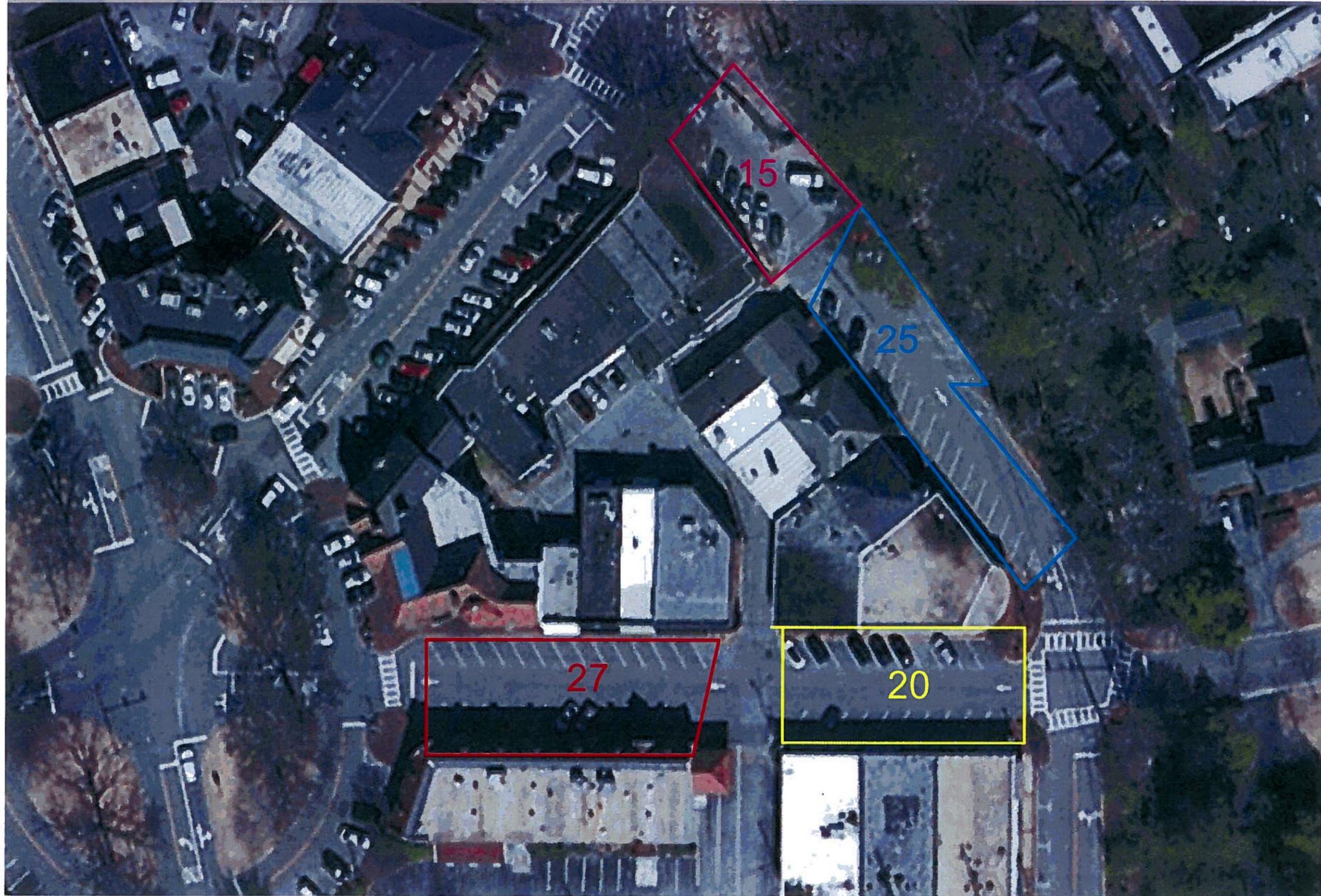
CANTERBURY RD

CANTERBURY RD



CANTERBURY ALY

CULVER RD



(96 students proposed during class overlaps) $27 + 20 + 25 + 15 = 87$ parking spaces

RESOLUTION NO. 2015-053

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager are hereby authorized and directed to execute for and on behalf of the City Council the First Amendment to Agreement, in the form as attached hereto as Exhibit A, between the City and Jordan Janitorial, Inc. with respect to the removal of The Emmet O’Neal Library janitorial services from said agreement previously authorized upon the adoption of Resolution No. 2013-062.

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk

FIRST AMENDMENT TO AGREEMENT

This **FIRST AMENDMENT TO AGREEMENT** (the "First Amendment") is made by and between **Jordan Janitorial, Inc.** (the "Contractor") and the **City of Mountain Brook, Alabama** (the "City") effective as of the ____ day of April 2015 (the "Effective Date"). The Contractor and City hereinafter may be referenced collectively as the "Parties," or individually as a "Party."

WHEREAS, Custom Cleaning Solutions, LLC ("Custom") was the lowest responsible bidder in response to the City's invitation to bid for janitorial services dated February 26, 2013 (the "Invitation to Bid") by which the successful contractor was to perform such services at each of the following, City-owned buildings: Mountain Brook City Hall, Mountain Brook Fire Department (Administrative Offices and Public Area Only) and the Emmet O'Neal Library (the "Janitorial Services");

WHEREAS, pursuant to Resolution No. 2013-062, Custom and the City entered into an Agreement on or about April 8, 2013 (the "Agreement") for Custom to provide the Janitorial Services;

WHEREAS, the Contractor has assumed the responsibilities of Custom to perform the Janitorial Services; and

WHEREAS, the Parties herein desire to amend the Agreement so that, as of the Effective Date, Contractor shall no longer provide janitorial services at the Emmet O'Neal Library located at 50 Oak Street, Mountain Brook, AL 35213 (the "Library"), but will continue to provide those services at all other City locations that are specified in the Invitation to Bid.

NOW WITNESSETH

In consideration for the mutual covenants herein, and good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the Contractor and City agree to amend the Agreement as follows:

1. Notwithstanding any provision in the Agreement or the Invitation to Bid, as of the Effective Date of this First Amendment, the Contractor shall no longer perform janitorial services on the premises of the Library.
2. The respective obligations of the Parties in the Agreement (including the City's obligation to pay) continue in effect with respect to janitorial services that were performed by the Contractor at the Library before the Effective Date of this First Amendment.
3. For the remaining period of the Agreement, the Contractor shall continue to perform janitorial services at all City locations specified in the Invitation to Bid other than the Library in accordance with the terms, provisions and conditions of the Agreement.

4. Except as provided in this First Amendment, all terms, provisions and conditions of the Agreement remain in effect.

ATTEST

JORDAN JANITORIAL, INC- CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Date Signed: _____

ATTEST

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

By: _____

Its: _____

Its: _____

Date Signed: _____

RESOLUTION NO. 2014-054

BE IT RESOLVED by the City Council of the City of Mountain Brook that the bid for janitorial services for the Emmet O'Neal Library submitted by Protek Services, Inc., is hereby accepted; and

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

ADOPTED: This 13th day of April, 2015.

Council President

APPROVED: This 13th day of April, 2015.

Mayor

CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on April 13, 2015, as same appears in the minutes of record of said meeting.

Acting City Clerk

Deborah Stewart <dstewart@bham.lib.al.us>

4:11 PM (21
hours ago)

to me, Sue, Doris

We recommend modifying the current contract to remove the Library from the Jordan Janitorial contract and award the bid to Protek Services, Inc. Please add to the agenda for the upcoming Council meeting.

Thank you.

Deborah Stewart
Emmet O'Neal Library
(205) 445-1129

From: Steve Boone [<mailto:boones@mtnbrook.org>]
Sent: Monday, April 06, 2015 3:00 PM
To: Susan (Sue) DeBrecht; Doris Young
Cc: Sam Gaston; sstine@bishopcolvin.com
Subject: Library Janitorial Service Bids

The current fee for the Library services provided by Jordan Janitorial is \$2,148.49/month. The Jordan Janitorial contract expires April 2016.

Attached are the bids from today's bid opening along with a bid tabulation. Please check their references and review their bids to make sure they were responsive and satisfied all specifications.

By Thursday, please send me an e-mail or memo with your recommendation. Your recommendation options are:

1. Reject all bids (and re-bid)
2. Reject all bids and stay with Jordan Janitorial until their contract expires
3. Recommend modifying the current contract to remove the Library from the Jordan Janitorial contract and award the bid to one of the two bidders attached.

Additionally, another bid specification document needs to be prepared for the daytime cleaning services currently performed by ProTek. Let's get these specifications finalized and another invitation to bid sent out so we can get this contract updated.

Contact me if you have any questions.

Thanks.

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: [\(205\) 802-3825](tel:(205)802-3825)
Facsimile: [\(205\) 874-0611](tel:(205)874-0611)

www.mtnbrook.org
<http://mtnbrookcity.blogspot.com/>
Twitter®: @mountain_brook

Library Janitorial Services Bid Tabulation
The Emmet O'Neal Library
April 6, 2015, 2 p.m.

Bidder

Jani-King \$3,453/month

ProTek Services \$3,062/month

LIBRARY JANITORIAL SERVICES BID RESPONSE FORM*

Below is a firm bid for to provide janitorial services at the Library that the undersigned submits in response, and in accordance with the Library's Invitation to Bid dated March 17, 2015. The Library may use the address and contact information below for any communication with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions related to the award of the contemplated Contract, and, except as listed below, submits its bid in accordance with those requirements.

Base Services				
	Location	Specifications	Frequency	Monthly Fee
1.	Emmet O'Neal Library	2.1-2.8	Daily (6 days/week) (M-S)	\$ 2,211.00
2.	Emmet O'Neal Library	3.1-3.7	Weekly	\$ 138.00
3.	Emmet O'Neal Library	4.1	Every three months	\$ 625.00
4.	Emmet O'Neal Library	5.1-5.2	Every six months	\$ 88.00
5.	Monthly Total (including initial cleaning as specified in Cleaning Requirement 1			\$ 3,062.00
Alternate (added cost per cleaning service(s) to be performed upon request by Library)				Fee Per Cleaning
6.	Emmet O'Neal Library (first floor)	4.1	Upon request	\$ 751.00
7.	Emmet O'Neal Library (second floor)	4.1	Upon request	\$ 1,125.00
8.	Emmet O'Neal Library (first floor)	5.1	Upon request	\$ 312.00
9.	Emmet O'Neal Library (second floor)	5.2	Upon request	\$ 215.00

Protek Services, Inc
Name of Firm or Company Submitting Bid

04/06/2015
Date of Bid

300 6th Avenue SW
Street Address

45-4091547
Tax Id # of Bidder

Birmingham Al 35211
City State Zip

Web Site of Bidder

Victor Hardy
Printed Name Representative Executing for Bidder

Cell Ph. # Bidder Contact

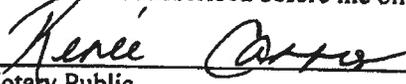

Signature of Bidder Representative

205-322-3573
Office Ph. # Bidder Contact

Manager
Title

proteksrv@bellsouth.net
Email Address Bidder Rep.

This Bid Response must be notarized.
Sworn to and subscribed before me on this 6th day of April 2015.


Notary Public

April 11, 2016
Commission Expiration Date

- *NOTES - If making any Exceptions to the Bid Specifications, please state those on separate sheet and attach that sheet to your Bid Response.
- Bidders must complete, sign, notarize and return the enclosed Bidder Affidavit and Warranty with their Bid Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees to each of the following in connection with its Bid Response for the contract to be awarded for the Emmet O'Neal Library Janitorial Services Bid:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the Library may rely on information submitted in awarding the subject contract.

Protek Services, INC

Name of Firm or Company Submitting Bid

By: _____

Signature of Bidder Representative

Printed Name: Victor Hardy

Its: Manager

Title

Date: 04/06/2015

Sworn to and subscribed before me on this 6th day of April 2015.

Heire Carrer
Notary Public

April 11, 2016
Commission Expiration Date

LIBRARY JANITORIAL SERVICES BID RESPONSE FORM*

Below is a firm bid for to provide janitorial services at the Library that the undersigned submits in response, and in accordance with the Library's Invitation to Bid dated March 17, 2015. The Library may use the address and contact information below for any communication with the undersigned bidder. The undersigned has read and understands the Specifications and other conditions related to the award of the contemplated Contract, and, except as listed below, submits its bid in accordance with those requirements.

Base Services				
	Location	Specifications	Frequency	Monthly Fee
1.	Emmet O'Neal Library	2.1-2.8	Daily (6 days/week) (M-S)	\$ 1,583.00
2.	Emmet O'Neal Library	3.1-3.7	Weekly	\$ 491.00
3.	Emmet O'Neal Library	4.1	Every three months	\$ 567.00
4.	Emmet O'Neal Library	5.1-5.2	Every six months	\$ 451.00
5.	Monthly Total (including initial cleaning as specified in Cleaning Requirement 1			\$ 3,453.00
Alternate (added cost per cleaning service(s) to be performed upon request by Library)				Fee Per Cleaning
6.	Emmet O'Neal Library (first floor)	4.1	Upon request	\$ 1,353.00
7.	Emmet O'Neal Library (second floor)	4.1	Upon request	\$ 1,353.00
8.	Emmet O'Neal Library (first floor)	5.1	Upon request	\$ 1,371.00
9.	Emmet O'Neal Library (second floor)	5.2	Upon request	\$ 639.00

Dazser-BHM Corp. dba Jani-King of Birmingham

April 6, 2015

Name of Firm or Company Submitting Bid

Date of Bid

2027 Stonegate Trail, Suite 101

59-3485773

Street Address

Tax Id # of Bidder

Birmingham, AL 35242

www.janiking.com

City State Zip

Web Site of Bidder

Jackie Pernel

(205)966-8874

Printed Name Representative Executing for Bidder

Cell Ph # Bidder Contact



(205)969-0909

Signature of Bidder Representative

Office Ph # Bidder Contact

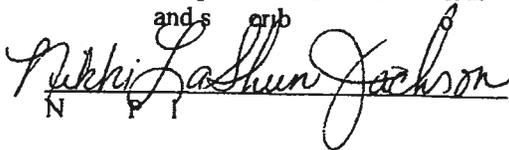
Regional Director

director.bhm@dazser.com

Title

Email Address Bidder Rep

This Bid Response must be notarized.

and s or b

 N P I

6th a
3 2 2015
 Commi sion E piration

2015.

- *NOTES - If making any Exceptions to the Bid Specifications, please state those on separate sheet to your Bid Response.
 - Bidders must complete, sign, notarize and return the enclosed Bidder Affidavit with Bid Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrants, represents and agrees to each of the following in connection with its Bid Response for the contract to be awarded for the Emmet O'Neal Library Janitorial Services Bid:

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) all the information contained in the response to the bid is true and correct; and
- (e) the Library may rely on information submitted in awarding the subject contract.

Dazser-P M ... lba Jani-Kin of Birmingham
Company Submitting Bid

By: 
Signature of Bidder Representative

Printed Name: Jackie Pernell

Its: Regional Director
Title

Date: April 6 2015

Sv... .. of p ...
a shun
No

is 6th

April
3/24/2018

JANITORIAL SERVICES CONTRACT – EMMET O’NEAL LIBRARY

This **Janitorial Services Contract – Emmet O’Neal Library** (the “Contract”) is made by and between Protek Services, Inc. (the “Contractor”) and the City of Mountain Brook, Alabama, on behalf of the Emmet O’Neal Library (the “Library”) effective as of the date last signed below by a party (the “Effective Date”).

WHEREAS, Contractor has been determined by the Library to be the lowest responsible bidder in response to its Invitation to Bid for Janitorial Services for Emmet O’Neal Library dated March 17, 2015; and

WHEREAS, the Library and Contractor deem it desirable to formalize and memorialize the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the Contractor and Library agree as follows:

1. **Services.** Contractor shall provide janitorial services at the Library (the “Services”) in accordance with the terms, provisions and conditions of the Library’s Specifications Invitation to Bid (the “Specifications”), at the rate proposed by Contractor in the proposal submitted in response thereto and in accordance with the terms of this Contract. The Library’s Specifications and the Contractor’s completed bid response form (a copy of which is attached as Exhibit A) are incorporated herein and made a part hereof by reference.

2. **Term.** The performance of Services by the Contractor shall commence when the Library provides notice to proceed and thereafter continue in effect for a period of three (3) years (the “Term”). Notwithstanding the provision immediately above or any other provision herein or in the Specifications, the Contract may be terminated before the expiration of its Term on the occurrence of any of the following:

- (a) **Termination for Cause by Library.** If the Contractor fails to perform any material obligation in the Specifications or this Contract (a “Default”), the Library may terminate the Contract for cause on seven (7) days’ advance written notice to Contractor; provided that the Contractor shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause. This termination remedy is in addition to any other remedy or right provided to the Library in the Contract or available by law that arises from a Default;
- (b) **Termination for Cause by Contractor.** If the Library does not perform a material obligation in the Specifications or in this Contract, the Contractor may terminate the Contract for cause on thirty (30) days’ advance written notice to the Library; provided that the Library shall have a reasonable opportunity to cure or correct any deficiency in performance that is the basis of the proposed termination for cause; and
- (c) **Termination for Convenience.** At its convenience and without the occurrence or declaration of a Default, either party may terminate the Contract without cause on sixty (60) days’ advance written notice to the nonterminating party.

3. **Contract Representatives.** Each party shall appoint a representative(s) who shall coordinate with the other party on matters pertinent to the performance of the Services and the administration of this Contract (the "Contract Representative(s)").

The Library's Contract Representatives is:

Doris Young
50 Oak Street
Mountain Brook, AL 35213
Email: dkyoung@bham.lib.al.us
Tel No: 205 -879-0459

The Contractor's Contract Representative is:

Victor C. Hardy
Protek Services, Inc.
P. O. Box 2013
Birmingham, AL 35201
Email: proteksrv@bellsouth.net
205-322-3573

The Contract Representatives designated above shall have the authority to act on behalf of its respective organization to transmit instructions, receive information and administer the Contract consistent with its terms and conditions. Either party may designate a Contract Representative other than the person named above upon provision of written notice to the other.

4. **Notices.** Any notice required hereunder shall be sufficiently given when given in writing and sent to the appropriate Contract Representatives via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to that party.

5. **Dispute Resolution.** The Contract Representatives of the parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). In the event that those Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism for any claim between the parties shall be litigation in a court that is located in Jefferson County, Alabama. If (i) the Library should employ attorneys or incur other expenses in any legal action regarding a Dispute, and (ii) the Library secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the Library, the Contractor will reimburse the Library for its reasonable attorneys' fees and other reasonable expenses that are incurred in that action.

6. **Indemnification by Contractor/Insurance Requirements.**

(a) Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the Library and the City of Mountain Brook, and their agents, employees and officials (hereinafter the "Indemnitees") from and against from and against all demands, actions, damages, judgments, expenses (including, but not

limited to, attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages) (collectively herein "Claim(s)") by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a "Contractor Representative") asserted against them that arise out of, relate to, result from, or are attributable to any of the following: (a) any conditions in or about the work sites on which the Contractor or any Contractor Representative may enter or encounter in performing their services or work; and (b) any negligent act, omission or conduct by the Contractor or any Contractor Representative that arises from or relates to its (or their) performance or failure to perform its (or their) responsibilities, services and work under this Contract. This indemnification obligation includes Claims by third parties that are caused in part by the negligence of an Indemnitee; provided, nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

(b) Insurance Requirements. The Contractor shall maintain the following types of insurance for the duration of this Contract and for limits not less than stated below:

(i) Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of the Contractor with limits of not less than

- \$500,000 combined single limit and aggregate for bodily injury (excluding auto) and property damage (excluding auto), per occurrence; and
- Excess umbrella coverage of \$1,000,000.00 for each occurrence

This insurance shall cover liability for damages to third parties for personal injury, death and property damage, and also shall extend to damage, destruction and injury to Library property and Library personnel caused by or resulting from the negligent acts, operations or omissions of the Contractor, and any Contractor Representative, in performing its services and work contemplated in the Contract.

(ii) Workers' Compensation and Employers Liability as required by statute; and

(iii) Employer's Liability – liability limits of \$500,000 per occurrence.

All required insurance shall be provided by a policy(ies) issued by a company or companies qualified to engage in the insurance business in the State of Alabama with a rating reasonably acceptable to the Library. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

Except for the Workers Compensation coverage, all coverage shall contain endorsements naming the Library and the City of Mountain Brook, and its officers, employees and agents, as additional insureds with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. Before the commencement of work hereunder, the Contractor shall provide the Library a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section.

7. Representations of Contractor. As further inducement to enter this Contract, the Contractor represents and warrants each of the following to the Library:

(a) that it will perform the Services and work in a good and workmanlike manner; and

- (b) that all actions required to be taken by it or on its behalf to execute the Contract, and to perform its obligations and agreements hereunder, have been duly taken.

8. Ineffective Provisions in Contractor Documents. Notwithstanding any provision, term or condition stated in a work or purchase order, proposed agreement, invoice or other document generated by the Contractor in connection with the work contemplated hereunder, the parties understand, agree and covenant as follows:

(a) The Library (and the City of Mountain Brook) shall not be liable to the Contractor for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the Library under applicable law in the absence of any contractual provision imposing or assigning liability therefor;

(b) The Library (and the City of Mountain Brook) shall not be liable for any late payment charges, interest, or fees on any delinquent billing for goods, materials, or services;

(c) The Library (and the City of Mountain Brook) will not and do not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Contract or the performance or nonperformance thereof; and

(d) Unless expressly stated in the Contract, the Library and City of Mountain Brook do not waive their right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf in connection with the performance of the Services or work. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the Library (or the City) is expressly disavowed, excluded from the terms of the Contract, and void.

9. No Subcontracting Without Consent. Without the written consent of the Library, which may be withheld for any reason, the Contractor may not retain or subcontract with another entity to assist the Contractor to perform the Services and requirements in this Contract. If a subcontractor is approved and performs work contemplated by this Contract, the Contractor shall remain responsible to the Library for the actions, conduct and performance of the subcontractor (and any of its agents, employees or representatives), and any work performed by a subcontractor shall be considered as having been rendered by the Contractor and directly provided by it.

10. Miscellaneous Provisions.

(a) During the Term of this Contract, Company agrees to comply with all regulations and laws concerning the performance of its Services or work, including, but not limited to, laws concerning the safety, inspection, maintenance, and operation of its equipment and employment laws concerning its workers.

(b) The Contractor is an independent contractor of the Library. This Contract does not create any partnership, joint venture or principal-agent relationship between the Contractor and the Library. Further, the Library retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees, representatives or subcontractors) performs its work.

(c) The Contractor may not assign this Contract, or any of its rights, obligations or the benefits hereunder, to any other party without prior written approval of the Library, which approval may be withheld for any reason. In no event will this Contract be assigned to an unsuccessful bidder who was rejected because it was not a responsive or responsible bidder.

(d) The Contract is made only for the benefit of the Library and the Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(e) This Contract (which includes the Invitation to Bid, the Specifications and requirements in the bid documents) and the Exhibits to this Contract comprise the entire agreement between the parties. These terms herein supersede all prior negotiations, representations or agreements, either written or oral, concerning the subjects herein, and any such prior understandings concerning those matters are of no effect and are merged into this Contract.

(f) This Contract may be amended or modified only by written instrument signed by both parties.

(g) This Contract may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. Copies of this Contract showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals, and shall have the same legal force and effect as an original document.

(h) Any forbearance or delay on the part of the Library (or the City of Mountain Brook) in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the Library unless expressly waived in writing.

(i) If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(j) In the event of a conflict between any term or provision in the Specifications or other bid documents and those in this Contract, the provisions in this Contract shall control and govern.

(k) **Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE CONTRACTOR AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE LIBRARY (OR THE CITY OF MOUNTAIN BROOK) ARISING FROM ITS ALLEGED BREACH OF THIS CONTRACT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE LIBRARY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE CONTRACTOR 'S ACTUAL, DIRECT DAMAGES ARISING FROM THE LIBRARY'S BREACH. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE TERMS IN THIS PROVISION WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE LIBRARY WOULD NOT HAVE ENTERED INTO THIS CONTRACT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE LIBRARY (OR THE CITY OF MOUNTAIN BROOK) BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR**

FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT BY THE LIBRARY.

(l) **Choice of Law.** The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles.

(m) **Construction of Contract.** Nothing in this Contract shall be construed to create or impose any duty or liability on the Library, to create a right or remedy in favor of the Contractor against the Library, or to restrict or abrogate any right or remedy that is available to the Library against the Contractor or any other person, firm, or entity. Furthermore, in the event that any ambiguity in the terms of this Contract is determined to exist, no presumption shall be made that either of the parties drafted the Contract.

(n) **Immigration Law Compliance.** The Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an “unauthorized alien,” as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the “Act”) and that, during the performance of this Agreement, and that it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the Library and shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the Library. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Library (and the City of Mountain Brook) from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

(o) **Audit/Contractor's Retention of Records.** Upon reasonable advance notice from the Library, the Contractor, at its expense, agrees to produce records maintained by it with respect to the Services performed by it under this Contract and otherwise participate in a periodic audit designed by the Library to evaluate whether the Contractor is properly completing, accounting and performing the Services and transactions that are contemplated hereunder. To facilitate any such audit, the Contractor agrees that, for a period of no less than a rolling (2) year period following the performance of Services or the expiration (or earlier termination) of this Contract, it will maintain its reports, logs and records concerning its performance of Services or work, and the accounting, billing or other financial records that the Contractor generates regarding same.

(Signature Page Follows)

In Witness Whereof the undersigned, duly authorized representatives of the parties have executed this Contract on behalf of their respective organization.

ATTEST

CONTRACTOR: PROTEK SERVICES, INC.

By: _____ By: _____

Its: _____ Its: _____

Date: _____

ATTEST

**CITY OF MOUNTAIN BROOK, ALABAMA ON BEHALF
OF THE EMMET O'NEAL LIBRARY**

By: _____ By: _____

Its: _____ Its: _____

Date: _____

EXHIBIT A

EMMET O'NEAL LIBRARY JANITORIAL SERVICES BID SPECIFICATIONS

March 17, 2015

Bid # _____

The Library wishes to enter into a three (3) year janitorial service contract for its building located at 50 Oak Street, Mountain Brook, Alabama 35213.

1. **Scope of Services & General Provisions.** The successful bidder shall be responsible for providing comprehensive cleaning services in the Library building, including the periodic cleaning of carpets ("Services"). The Library will provide toilet tissue, paper towels, liquid hand soap, trash can liners and light bulbs during the period of the contract. The successful bidder shall be required to provide sufficient personnel, equipment, and cleaning supplies to satisfactorily perform the requested services.

The Library will evaluate the performance of the successful bidder during the initial sixty (60) days of the cleaning service. Notwithstanding any other provision in these specifications or the associated contract, if the successful bidder's performance is found to be unsatisfactory, the Library may pay any monthly charges due for services successfully completed at that time and terminate the contract on ten (10) days' notice with no further penalty to the Library. Note to Steve; I don't think we need this italicized provision; I have a 60-days-termination for-convenience provision in Section 2 of the Contract.

The successful bidder shall be responsible for damages caused to the premises and its contents by bidder's employees in the course of performing services and theft by bidder's employees.

Compensation for work will not be paid in advance. There will be a monthly inspection of the building before payment is issued.

The successful bidder shall present the Library with an invoice for services performed no later than the first of each month for the preceding month's work. The Library will pay for work successfully completed within 30 days after the receipt of invoices; amounts will not be remitted for contested charges until the dispute regarding same is resolved. In order to ensure that the successful bidder adheres to the cleaning schedule and performs the services outlined herein, the Library shall be entitled to a credit (reduction) on amounts invoiced in the amount of \$200.00 for each specified cleaning service that is not performed as scheduled herein.

The Emmet Library participates in a recycling program. All recyclables shall be removed from the Library offices and emptied into the appropriate recycling carts (or dumpster) located at the Library.

1. **Cleaning Requirements – Emmet O'Neal Library.** Except as provided herein, the successful bidder shall furnish all labor, material and equipment necessary to perform janitorial services for the Emmet O'Neal Library building, 50 Oak Street, Mountain Brook, Alabama 35213.

When commencing its Services, the successful bidder must give the premises a thorough initial cleaning that include all ceilings, walls, floors, baseboards, stairwells, doors, interior glass, blinds, all upholstery, carpets, rugs, and furnishings. Successful bidder will have fifteen (15) business days to complete initial cleaning.

Cleaning shall generally be performed six (6) days per week (Monday through Saturday) after normal office hours, which includes some nights after 9:00p.m unless specified otherwise. Areas to be cleaned include meeting rooms, conference room, hallways, elevator, stairwells, restrooms, book stack areas (on both floors), kitchen on main level, story room, entryway floors and circulation desk areas. Library staff will clean all non-public areas, including all offices in building, staff kitchen and restrooms in basement.

2. **Daily Cleaning Schedule –Emmet O'Neal Library:**

2.1 Vacuum, sweep, and damp mop all floors and/or carpets in all public areas, including kitchen, entrance halls, meeting room, conference room, elevator, book and material stack areas on both

EXHIBIT A

- floors, circulation and desk areas in all public spaces. Storytelling Room will be swept, damp mopped, carpet and door mat vacuumed and glass portholes and doors cleaned nightly.
- 2.2 Clean all restrooms thoroughly (disinfect fixtures, floors, counters, and all surfaces including stalls, stall doors and stainless steel surfaces) and refill towel, tissue and soap dispensers, and clean mirrors
 - 2.3 Empty all trash and recycling cans in the appropriate cart (or dumpster) located behind the Library (trash and recycling shall be bagged separately before dumping into the appropriate cart or dumpster)
 - 2.4 All interior and exterior glass in doors and windows in lobby shall be cleaned daily up to seven (7) feet above floor
 - 2.5 All interior and exterior glass shall be cleaned daily, including in group study rooms, electronic classroom and quiet room on second floor, tutoring rooms on main floor, glass in interior doors, and storytelling room
 - 2.6 Clean kitchen on main floor. All countertops and cabinet fronts shall be spot cleaned. Refill soap and towel dispensers
 - 2.7 In the Meeting room tables shall be disinfected and wiped clean. All tables and chairs will be moved to allow complete vacuum of the floors
 - 2.8 Sweep around all outside entrances to building and remove cigarettes and trash from sand urns outside doors

3. Other Cleaning Services-Weekly

- 3.1. All furniture and woodwork shall be dusted (No furniture polish is to be used.)
- 3.2. Dust the tops of all book shelves on both the first and second floors
- 3.3. Buff all tile floors as recommended by manufacturer
- 3.4. Clean doors, glass doors, door pulls, plates and levers, door frames, and baseboards
- 3.5. Clean warming oven, microwave, and refrigerator (more often if needed) in kitchen on main floor
- 3.6. Sweep (or vacuum) and damp mop interior stairwells and dust handrails
- 3.7. Sweep, pick-up, and bag leaves and other debris within the dumpster area (more often if needed)

4. Other Cleaning Services-Every Three (3) Months

- 4.1 All carpeted areas are to be shampooed/cleaned at the beginning of the contract period, spot cleaned daily as needed, and shampooed/cleaned every three (3) months during the contract period

5. Other Cleaning Services-Every Six (6) Months

- 5.1 All VCT tile floors are to be stripped and waxed at the beginning of the contract; and at least twice annually thereafter (more often if needed)
- 5.2 Clean all interior glass/windows

For questions regarding the Library cleaning services, please contact Doris Young (dkyoung@bham.lib.al.us) at 879-0459.

6. Contractor Qualifications. The Emmet O'Neal Library desires to engage a professional, experienced cleaning service with responsible, efficient, quality personnel to care for its facilities at the lowest possible cost. All parties who wish to submit a bid for cleaning services must attend the mandatory pre-bid conference and, in order to be awarded the contract contemplated with this bid, must meet the criteria and/or possess the resources as follows:

- a. Bidder must have been in business for at least ten (10) years. Evidence demonstrating this qualification should be submitted with the bid response.

EXHIBIT A

- b. Bidder must be bonded against loss or theft, or must obtain and provide the Library evidence of the existence of this bonding before work commences.
- c. Before commencing the services, the successful bidder, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the work, including without limitation, a business license issued by the City of Mountain Brook (collectively, "Licensing"). The Contractor further agrees to maintain that Licensing throughout the performance of its work.
- d. Bidder must agree to comply with the Alabama Immigration Act.
- e. Bidder must have successfully demonstrated the ability to provide quality janitorial service to municipal or other governmental clients, and must provide at least three (3) governmental or institutional references with the bid proposal. Evidence demonstrating this qualification should be submitted with the bid response.
- f. Bidder must have at least twenty (20) employees who provide cleaning services to Bidder's clients, an account/contractor service representative who shall inspect the premises on a monthly basis or, more often if requested, and sufficient administrative staff to respond to the Library's needs. Bidders must have obtained a background check on each employee assigned to the contract, and must submit photocopies of drivers' licenses for all persons assigned to clean Library facilities. Evidence demonstrating this qualification should be submitted with the bid response.
- g. Bidder must have the ability and resources to adhere to the cleaning schedule outlined herein, and shall maintain adequate staff and resources to respond to emergency requests upon two (2) hour notice at any time.
- h. Bidder must require employees to wear uniforms or other clear means of identifying employees while performing services under the contract.
- i. The successful bidder will be required to execute the **JANITORIAL SERVICES CONTRACT – EMMET O'NEAL LIBRARY** in substantially the form that is included in these bid documents.
- j. Bidder must carry the types of insurance with minimum coverage limits as are specified in Section 6(b) of the attached Contract. In summary, these requirements are as follows:

<u>Coverage</u>	<u>Liability Limits</u>
Workers' compensation	As required by law
Employer's liability	\$500,000.00 each occurrence
Bodily injury, except auto	\$500,000.00 each occurrence
Property damage, except auto	\$500,000.00 each occurrence
Excess umbrella	\$1,000,000.00 each occurrence

Before commencing work, the successful bidder shall furnish the Library with a certificate of insurance specifically naming the Library and the City of Mountain Brook as additional insureds with respect its general liability coverage.

k.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
PROTEK SERVICES, INC.**

DATED APRIL 13, 2015

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and **Protek Services, Inc.** (“the Contractor”) dated April 13, 2015.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - A. “*The City*” refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. “*The (this) Agreement*” refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
 - C. “*The Contractor*” refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor’s vendors, suppliers, and subcontractors.
2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney’s fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

3. ***Attorney's Fees; Court Costs; Litigation Expenses.*** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.
4. ***Late Payment Charges; Fees; Interest.*** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. ***Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.*** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. ***Choice of Law; Choice of Venue or Forum.*** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. ***Construction of Addendum.*** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. ***Alabama Immigration Law Compliance Contract.*** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally

familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 13th day of April, 2015.

Protek Services, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I- Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II- Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



NOTICE

To: CONTRACTORS AND GRANTEES

FROM: THE CITY OF MOUNTAIN BROOK
ATTN: STEVEN BOONE
P. O. BOX 130009, MOUNTAIN BROOK, ALABAMA 35213-02009

RE: H.B. 56 -ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to alert you to the Alabama Immigration Law Compliance flow-down requirements that became effective on January 1, 2012. Those are discussed herein and can be summarized as follows:

1. PROVIDE The City of Mountain Brook ("the City") documentation supporting your compliance with the immigration law by timely submitting a notarized *Affidavit of Alabama Immigration Compliance by a Business Entity/Employer/Contractor to a Political Subdivision of the State of Alabama* and an E-Verify Memorandum of Understanding;
2. PROVIDE the City a signed *Alabama Immigration Law Compliance Contract in the attached Notice* form provided;
3. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Alabama Immigration Compliance by a Subcontractor*.

The requirements above, imposed by HB 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor² or a Grantee, if you believe these obligations do not apply to you, please notify the City immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO APOLITICAL SUBDIVISION OF THE STATE OF ALABAMA. Please complete, notarize, and return a copy to The City of Mountain Brook along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE § 31-13-9 (c).

You are also required to obtain from your subcontractors a notarized AFFIDAVIT OF IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR. A careful review of the broad definition below of the term "Contractor" in the Act will assist you in deciding to whom to provide notice.

If you contract with more than one local government, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting governmental entities. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement.

Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA ("ALABAMA IMMIGRATION COMPLIANCE CONTRACT") for execution by contractors and to be returned to the City of Mountain Brook. To the extent that there is no formal written contract between a contractor and the City (e.g., where business is conducted by purchase order), this document shall serve as your Alabama Immigration Compliance Contract. Similar language shall also be included in all future contracts and agreements executed with the City of Mountain Brook.

¹ ALA. CODE § 31-13-9 (a) and (b). See <http://www.ago.state.al.us/File-Immigration-AL-Law-2011-535>. The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as § 32-6-9 (the "Act").

² A **Contractor** is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §§ 32-13-3 (3).

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;
CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who,
being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. **(ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)**

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant (an Officer or Owner of Contractor)

E-Verify User Identification Number

Sworn to and subscribed before me this ____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

[Seal]

**NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL
CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA
("ALABAMA IMMIGRATION COMPLIANCE CONTRACT")**

As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately.

Effective January 1, 2012, every contract entered into by the City a contractor will contain the following clause or one substantially similar:

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

Incorporated
into contract
addendum.

To the extent that there is no formal written contract between the City and the Contractor (e.g., where business is conducted by purchase order), this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:

Contractor Officer or Owner Signature/Date

Print Name/Title/Company

Please execute and return to THE CITY OF MOUNTAIN BROOK, ALABAMA within the next 10 days.

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
SUBCONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any [sub]contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity. TO BE RETURNED TO THE CONTRACTOR OR GRANTEE OF THE CITY OF MOUNTAIN BROOK, ALABAMA)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;
CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any [sub]contract, [sub]grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/[sub]contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. **(ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/[SUB]CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)**

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant (an Officer or Owner of [Sub]Contractor)

E-Verify User Identification Number

Sworn to and subscribed before me this ____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

[Seal]