

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

JUNE 8, 2015, 7:00 P.M.

1. Approval of the minutes of the May 26, 2015 regular meeting of the City Council.
2. Consideration: Resolution authorizing the appointment of Julia Gardner Gibler to the Tree Commission to serve without compensation through June 8, 2018 (replaces David Price).
3. Consideration: Resolution 1) authorizing the execution of a professional services agreement between the City and Skipper Consulting, Inc. with respect to traffic signal modifications design work for the intersection of Church Street and Montevallo Road/Montrose Road Stone and 2) accepting the proposal submitted by Stone and Sons Electrical Contractors for their installation of equipment pursuant to the aforementioned traffic signal modifications design plan.
4. Consideration: Resolution accepting the proposal submitted by Stone and Sons Electrical Contractors for their installation of equipment pursuant to the traffic signal modifications designed by Skipper Consulting dated May 21, 2015 for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road and authorize the execution of such other documents that may be determined necessary with respect to said project.
5. Consideration: Resolution authorizing the execution of a lease between the City (dba\The Emmet O'Neal Library) and Southlake Capital, LLC with respect to the leasing over thirty-six (36) months of twenty-eight (28) public computers by The Emmet O'Neal Library Board.
6. Consideration: Ordinance 1) removing two (2) stop signs on Vine Street at its intersection with Dexter Avenue, and 2) authorizing the placement of two (2) stops signs on Dexter Avenue at its intersection with Vine Street and provide for punishment for violations thereof.
7. Consideration: Ordinance authorizing the placement of a stop sign on Belle Meade Way at its intersection with Spring Valley Road and provide for punishment for violations thereof.
8. Public hearing to consider further modifications/restrictions to the City's noise ordinance with respect to commercial landscape service providers working in residential areas of the City.
9. Announcement: The next regular meeting of the City Council is June 22, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
10. Comments from residents.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 26, 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 6:30 p.m. on Tuesday, the 26th day of May, 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
Jack D. Carl
Lloyd C. Shelton

Absent: Alice B. Womack
Lawrence T. Oden, Mayor

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

1. AGENDA

1. Traffic improvement recommendations for Church Street/Montevallo Road/Montrose Road intersection – Richard Caudle, Skipper Consultants (Appendix 1).

The traffic signal controller equipment/cabinet is available for purchase on the State of Alabama bid list. Mr. Caudle will provide City officials with the state contract information and equipment specifications so that a purchase order can be issued. Mr. Caudle will also prepare the installation specifications and instructions to be used by the City's chosen installer and submit a professional services proposal for the Council's consideration at the June 8 meeting. The traffic signal modifications are estimated to be \$35,000.

2. Review of the matters to be considered at the 7 p.m. meeting (Proclamation No. 2015-072, Resolution Nos. 2015-073 through 2015-077)

2. EXECUTIVE SESSION

Council President Smith made a motion that the City Council convene in executive session to discuss a real estate matter. The motion was seconded by Council President Pro Tempore Pritchard. The City Attorney certified that the subject matter of the executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith declared that the motion carried by a vote of 4–0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene in the Council Chamber upon conclusion of the executive session.

City Clerk

**MINUTES OF THE JOINT (REGULAR) MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
MAY 26, 2015**

The City Council of the City of Mountain Brook, Alabama and Board of Commissioners of the Mountain Brook Emergency Communications District ("District") met in public session in the City Hall Council Chamber at 7:00 p.m. on Tuesday, the 26th day of May, 2015. The Council President (and Chairman) called the meetings to order and the rolls were called with the following results:

Present: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard, III, Council President Pro Tempore (District Vice-Chairman)
Jack D. Carl
Lloyd C. Shelton

Absent: Alice B. Womack
Lawrence T. Oden, Mayor

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

The City Council President (and Chairman) stated that quorums were present and that the meetings were open for the transaction of business.

1. CONSENT AGENDA

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

Approval of the minutes of the May 11, 2015 regular meeting of the City Council.

2015-072 Proclamation	Mental Health Awareness Month Proclamation	Exhibit 1 Appendix 1
2015-073	Reappoint James Ernest ("Bo") Grisham, III, [as a regular member] to the Village Design Review Committee, to serve without compensation, with the term of office to end April 13, 2018	Exhibit 2
2015-074 Mountain Brook Emergency Communications District	Authorize the execution of an Agreement and Assignment of Excess Cost Recovery Funds to allow the Alabama 9-1-1 Board to use excess cost recovery money toward an Internet protocol based next generation and integrated emergency communication network (aka the ANGEN project) for wireless devices and connection with plans to extend the network for wireline connections	Exhibit 3 Appendix 2
2015-075	Authorize the creation of one (1) Administrative Assistant position (Class no. 0066, G16/10) for the Planning Department	Exhibit 4
2015-076	Award the bid for janitorial services for The Emmet O'Neal Library for daytime services and authorize the execution of a (3-year) contract related thereto	Exhibit 5, Appendix 3

2015-077 Authorize the execution of a professional services agreement between the City and Skipper Consulting for a traffic signal modification design for the intersection of Overbrook Road at Mountain Brook Parkway/Pine Ridge Road Exhibit 6, Appendix 4

Thereupon, the foregoing minutes, proclamation, and resolutions were introduced by Council President (and Chairman) Smith and their immediate adoption was moved by Council (and District) member Shelton. The minutes, proclamation, and resolutions were then considered by the City Council (and Board of Commissioners). Council member (and District Vice-Chairman) Pritchard seconded the motion to adopt the foregoing minutes, proclamation, and resolutions. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (District Chairman)
William S. Pritchard, III, Council President Pro Tempore (District Vice-Chairman)
Jack D. Carl
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said minutes, Proclamation 2015-072, Resolution Nos. 2015-073, and 2015-075 through 2015-077 are adopted by a vote of 4—0.

District Chairman Smith thereupon declared that said Resolution No. 2015-074 is adopted by a vote of 4—0.

2. 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, June 8, 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.

3. ADJOURNMENT

There being no further business to come before the City Council or Board of Commissioners, President (and Chairman) Smith adjourned the meetings.

City Clerk

EXHIBIT 1

**MENTAL HEALTH AWARENESS MONTH 2015
"B4Stage4"**

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

RESOLUTION NO. 2015-078

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Julia Gardner Gibler is hereby appointed to the Tree Commission, to serve without compensation, with the term of office to end June 8, 2018.

ADOPTED: This 8th day of June, 2015.

Council President

APPROVED: This 8th day of June, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 8, 2015, as same appears in the minutes of record of said meeting.

Steven Boone, City Clerk

Sam Gaston

From: Bill Warren
Sent: Monday, June 01, 2015 11:07 AM
To: Sam Gaston
Cc: Julia Gibler
Subject: Fwd: Julia Gibler - bio

FYI
Thanks

Begin forwarded message:

From: Julia Gibler <julia.gibler@gmail.com>
Date: June 1, 2015 at 10:22:38 AM CDT
To: Bill Warren <bwarren@lahrealestate.com>
Subject: Re: Julia Gibler - bio

1. Julia Gardner Gibler received her Bachelor's from the University of Tennessee and a Master's in English from the University of Kentucky. She has taught freshman composition, worked as a recruiter for UK, and been both the Assistant Director and Director of Advising for Bluegrass Community College. Julia moved to Tuscaloosa in 2006, where she continued working in Student Services at the University of Alabama before taking time off to raise her two children. She volunteered with the Druid City Canopy Coalition from 2011 to 2014. This group began after the April 2011 tornado and provided both trees and tree planting services to those in need. It continues to facilitate Tuscaloosa's annual tree giveaway. She and her family moved in 2014 to Mountain Brook -- where they very much enjoy the beautiful tree canopy.

On Fri, May 22, 2015 at 11:58 AM, Julia <julia.gibler@gmail.com> wrote:

I volunteered with druid city canopy coalition, which became the tree commission when I was planning to move so I declined to serve on it.

From: Bill Warren
Sent: 5/22/2015 9:07 AM
To: Julia Gibler
Subject: Re: Julia Gibler - bio

Did you serve on the Tuscaloosa tree commission?

On May 21, 2015, at 4:29 PM, Julia Gibler <julia.gibler@gmail.com> wrote:

1. Julia Gardner Gibler received her Bachelor's from the University of Tennessee and a Master's in English from the University of Kentucky in 2001, where she taught freshman composition. She then served as a student recruiter for UK before becoming Assistant Director and eventually Director of Advising and Assessment for Bluegrass Community College. Julia moved to Tuscaloosa in

RESOLUTION NO. 2015-079

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the professional services agreement submitted by Skipper Consulting, Inc., in the form as attached hereto as Exhibit A, with respect to the traffic signal modifications design and installation at the intersection of Church Street and Montevallo Road/Montrose Road.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to accept the proposal submitted by Stone & Sons Electrical Contractors for the installation of traffic signal modifications pursuant to the design drawings prepared by Skipper Consulting, Inc. dated May 28, 2015 in consideration of \$11,411 (Exhibit B attached hereto).

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

ADOPTED: This 8th day of June, 2015.

Council President

APPROVED: This 8th day of June, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 8, 2015, as same appears in the minutes of record of said meeting.

City Clerk

PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic signal modification design for the intersection of Montevallo Road at Church Street/Montrose Road (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. **PROFESSIONAL SERVICES:** The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. **CLIENT'S RESPONSIBILITIES:** Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. **COMPENSATION/ BILLING/ PAYMENT:** Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee (inclusive of all expenses) of \$5,000.00.

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

Montevallo Road at Church Street/Montrose Road
Mountain Brook, Alabama

Professional Services Agreement

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

CONSULTANT: SKIPPER CONSULTING INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 5/22/15

EXHIBIT A

EXHIBIT "A"
SCOPE OF WORK

The Consultant shall prepare a traffic signal modification design for the intersection of Montevallo Road at Church Street/Montrose Road. The scope of the modifications shall include installation of a new controller cabinet to allow for the modification of the phasing scheme of the controller.

The following specific items are included in the scope of work:

- Prepare construction plans
- Prepare a cost estimate for construction
- Consult with a single contractor to determine if the proposed work will exceed \$50,000
- If the project will be under \$50,000, provide assistance and coordination necessary for the City to enter into an agreement for construction for the signal modifications
- If the project will be over \$50,000, work with the City to advertise for bids, evaluate bids, award a bid, and contract with the selected contractor
- Coordinate contractor work activities and inspect operation of the signal modifications
- Program the new controller and fine-tune the programming based on field observations

Schedule

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of final plans for construction, within a period of two (2) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (MONTEVALLO ROAD AT CHURCH STREET/ MONTROSE ROAD)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT (“the/this Addendum”) between the City of Mountain Brook, Alabama (“the City”) and Skipper Consulting, Inc. (“the Contractor”) is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the “Agreement”) concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement 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 the 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. The City may also be referenced in the Agreement as the “Client.”
- 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 the 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. The Contractor may also be referenced in the Agreement as the “Consultant.”

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a “Dispute”), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution

mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

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, and 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 considered delinquent 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. *Independent Contractor.* Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. *Contractor's Insurance Requirements:* For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

.1 **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and property damage with a combined single limit of not less than \$500,000 per occurrence.

.2 **Automobile Liability:** If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 **Workers Compensation:** Workers' Compensation and Employers Liability as required by statute.

.4 **Professional Liability:** If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") 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 hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by

the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. **EXCLUSION OF CONSEQUENTIAL DAMAGES.** THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

EXHIBIT A

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

By: _____

By: *Darrell B. Skipper*

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 5/27/15



Electrical Contractors, Inc.

City of Mountain Brook

June 2, 2015

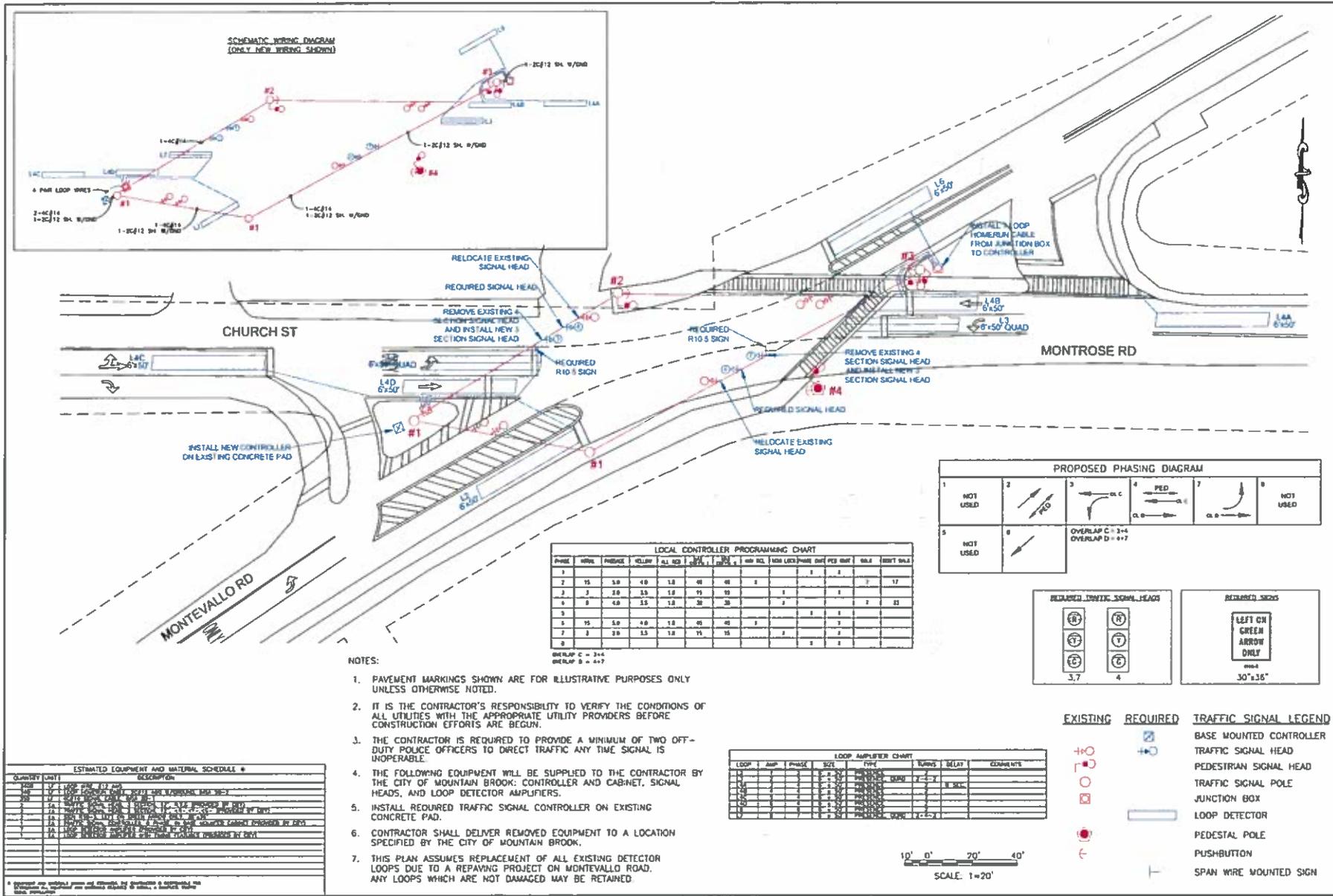
RE: Church St @ Montevallo & Montrose

We are pleased to offer the following price for the traffic signal modifications on the above referenced location. Our price is based on the drawing by Skipper Consulting dated 5/28/2015. Our price will be \$11,411.00, all work by IMSA Level II technician.

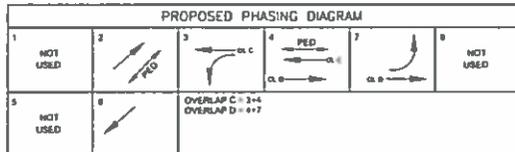
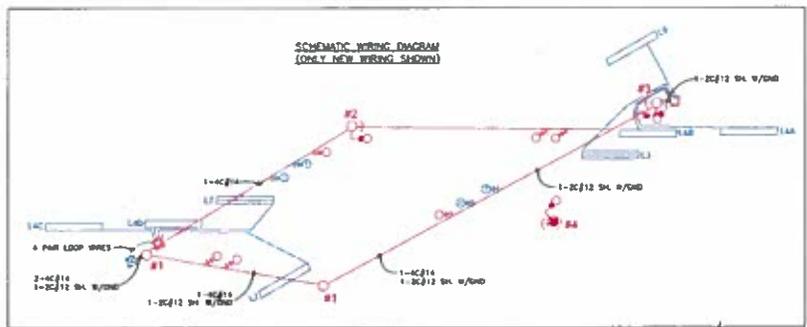
Best Regards,

J. Mark Roupe
Project Manager

EXHIBIT B



SCHEMATIC WIRING DIAGRAM
(ONLY NEW WIRING SHOWN)



LOCAL CONTROLLER PROGRAMMING CHART

PHASE	MIN	PHASE	YELLOW	ALL RED																		
1																						
2	15	5.0	4.0	1.0	60	60	1	1	1	1	1	1	1	1	1	1	1	1	1	1	17	
3	3	2.0	1.5	1.0	15	15	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
4	8	4.0	3.5	1.0	30	30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	31	
5																						
6	15	5.0	4.0	1.0	60	60	1	1	1	1	1	1	1	1	1	1	1	1	1	1	17	
7	3	2.0	1.5	1.0	15	15	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
8																						

OVERLAP C = 3+4
OVERLAP D = 1+7

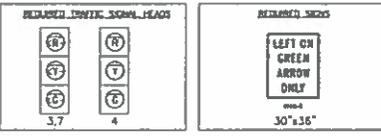
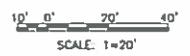
- NOTES:**
- PAYMENT MARKINGS SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY UNLESS OTHERWISE NOTED.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONDITIONS OF ALL UTILITIES WITH THE APPROPRIATE UTILITY PROVIDERS BEFORE CONSTRUCTION EFFORTS ARE BEGUN.
 - THE CONTRACTOR IS REQUIRED TO PROVIDE A MINIMUM OF TWO OFF-DUTY POLICE OFFICERS TO DIRECT TRAFFIC ANY TIME SIGNAL IS INOPERABLE.
 - THE FOLLOWING EQUIPMENT WILL BE SUPPLIED TO THE CONTRACTOR BY THE CITY OF MOUNTAIN BROOK: CONTROLLER AND CABINET, SIGNAL HEADS, AND LOOP DETECTOR AMPLIFIERS.
 - INSTALL REQUIRED TRAFFIC SIGNAL CONTROLLER ON EXISTING CONCRETE PAD.
 - CONTRACTOR SHALL DELIVER REMOVED EQUIPMENT TO A LOCATION SPECIFIED BY THE CITY OF MOUNTAIN BROOK.
 - THIS PLAN ASSUMES REPLACEMENT OF ALL EXISTING DETECTOR LOOPS DUE TO A REPAVING PROJECT ON MONTEVALLO ROAD. ANY LOOPS WHICH ARE NOT DAMAGED MAY BE RETAINED.

ESTIMATED EQUIPMENT AND MATERIAL SCHEDULE

QUANTITY	UNIT	DESCRIPTION
1	CONTROLLER	TRAFFIC SIGNAL CONTROLLER
1	CABINET	TRAFFIC SIGNAL CONTROLLER CABINET
1	CONCRETE PAD	TRAFFIC SIGNAL CONTROLLER CONCRETE PAD
1	CONTROLLER	TRAFFIC SIGNAL CONTROLLER
1	CABINET	TRAFFIC SIGNAL CONTROLLER CABINET
1	CONCRETE PAD	TRAFFIC SIGNAL CONTROLLER CONCRETE PAD
1	CONTROLLER	TRAFFIC SIGNAL CONTROLLER
1	CABINET	TRAFFIC SIGNAL CONTROLLER CABINET
1	CONCRETE PAD	TRAFFIC SIGNAL CONTROLLER CONCRETE PAD

LOOP AMPLIFIER CHART

LOOP	AMP	PHASE	SIZE	TYPE	STATUS	REMARKS
1	1	1	1	1	1	1
2	1	1	1	1	1	1
3	1	1	1	1	1	1
4	1	1	1	1	1	1
5	1	1	1	1	1	1
6	1	1	1	1	1	1
7	1	1	1	1	1	1
8	1	1	1	1	1	1



- EXISTING** **REQUIRED** **TRAFFIC SIGNAL LEGEND**
- BASE MOUNTED CONTROLLER
 - TRAFFIC SIGNAL HEAD
 - PEDESTRIAN SIGNAL HEAD
 - TRAFFIC SIGNAL POLE
 - JUNCTION BOX
 - LOOP DETECTOR
 - PEDESTAL POLE
 - PUSHBUTTON
 - SPAN WIRE MOUNTED SIGN

SKIPPER Consulting, Inc.
Transportation Engineering and Planning Consultants
1544 Von Road, Suite 100
Birmingham, AL 35233
Telephone: (205) 452-5835 Fax: (205) 452-8823

DATE: 7/24/13
SCALE: 1" = 20'
DRAWN BY: [Signature]
CHECKED BY: [Signature]
PROJECT: MOUNTAIN BROOK, ALABAMA
SHEET NO: 1

MOUNTAIN BROOK, ALABAMA
TRAFFIC SIGNAL MODIFICATION

EXHIBIT B

RESOLUTION NO. 2015-080

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to accept the proposal submitted by Stone & Sons Electrical Contractors for the installation of traffic signal modifications pursuant to the design drawings prepared by Skipper Consulting, Inc. dated May 21, 2015 as marked below:

- Loop detection all work performed by IMSA Level II technician - \$26,884.00
- Radar detection all work performed by IMSA Level II technician - \$58,935.08
- Radar detection all work performed by IMSA Level II technician (City to provide radar detection - \$23,058.00)

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

ADOPTED: This 8th day of June, 2015.

Council President

APPROVED: This 8th day of June, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 8, 2015, as same appears in the minutes of record of said meeting.

City Clerk



Electrical Contractors, Inc.

City of Mountain Brook

June 2, 2015

RE: Parkway @ Pine Ridge & Overbrook

We are pleased to offer the following price for the traffic signal modifications on the above referenced location. Our price is based on the drawing by Skipper Consulting dated 5/21/2015. Our price will be \$26,884.00, for loop detection all work by IMSA Level II technician.

Best Regards,

J. Mark Roupe
Project Manager



Electrical Contractors, Inc.

City of Mountain Brook

June 2, 2015

RE: Parkway @ Pine Ridge & Overbrook

We are pleased to offer the following price for the traffic signal modifications on the above referenced location. Our price is based on the drawing by Skipper Consulting dated 5/21/2015. Our price will be \$58,935.08, for radar detection all work by IMSA Level II technician. If the city supplies the radar detection the price will be \$23,058.00.

Best Regards,

A handwritten signature in cursive script that reads "J. Mark Roupe".

J. Mark Roupe
Project Manager

RESOLUTION NO. 2015-081

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a lease, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City (dba\The Emmet O'Neal Library) and Southlake Capital, LLC with respect to the leasing over thirty-six (36) months of twenty-eight (28) public computers by The Emmet O'Neal Library Board.

ADOPTED: This 8th day of June, 2015.

Council President

APPROVED: This 8th day of June, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 8, 2015, as same appears in the minutes of record of said meeting.

City Clerk

Marylyn Wright Eubank

1:03 PM (16 minutes ago)

to me, Steve, Susan

Hi all,

Southlake has agreed to the revisions from Steve Stine. I have clarified that the exhibit is the equipment list (including serial numbers) that will not be available until after the lease is executed, because the actual machines cannot be purchased until after the lease is executed. Purchase price at end of lease is \$1.

I have enclosed the PAC bid and pricing for Steve Boone's records. I will add the PO and the purchase request once the lease is executed so everything is in order for the auditors.

The initial purchase price of the computers (for insurance purposes) is \$32,042.08

Please let me know if there is any additional information anyone needs in order for this to go before Council on Monday, June 8. As always, I will plan to attend to answer any questions that might arise from Council.

Best,
Marylyn

Marylyn Wright Eubank
Information Technology Manager
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213
 [\(205\) 445-1115 w](tel:(205)445-1115)
 [\(205\) 532-4381 m](tel:(205)532-4381)
marylynw@bham.lib.al.us
www.eolib.org

From: Steve Boone [mailto:boones@mtnbrook.org]
Sent: Tuesday, June 02, 2015 11:53 AM
To: Steve Stine
Cc: Marylyn Wright Eubank; Susan (Sue) DeBrecht
Subject: Re: Lease Agmt - Revised Version - Public Computer Lease Agmt

Regarding Sec 9 (insurance), I will need to know the fair value (initial purchase price) of the computers for our insurance carrier.

On Tue, Jun 2, 2015 at 11:36 AM, Steve Stine <[sstine@bishopcolvin.com](mailto:ssstine@bishopcolvin.com)> wrote:
Marylyn, as promised, attached is the revised version (v2) of the public computer Equipment Lease Agreement. This revised version includes my suggested changes. Also, I have included a redlined version that shows our changes and that you might want to send to Southlake.

As we have discussed, because of the nature of this financing provided by Southlake Capital and its goal to obtain federal tax benefits (which I understand are in the form of interest or carrying cost deductibility for them), please understand that the Library is obligated to make the lease payments to Southlake (or to another company to whom Southlake may assign the agreement) even if the computers do not work after you accept them, and they are damaged/destroyed. The only "financial out" is the Non-Appropriation provision in Section 18.

On page 1 of this revised version I have included 36 month lease terms and charges. I understand that you are going to check with Southlake on how much it might cost to buy the computers at the end of the lease, and whether the Library wants to have an option to purchase on the back end; there is a blank place on page 1 of the Lease to include any option to purchase terms.

There is mention in the lease of an Exhibit B. I have not seen that Exhibit. (It might be a list of Equipment). You will want to make sure that there are no surprising terms that are buried in any such Exhibit.

Finally, please note that, if the Library enters the lease, there are two insurance requirements in Section 9 on which Steve B will need to help you to comply with the Library's obligations. The Equipment must be insured under the applicable casualty/property damage insurance and the Lessor to be named as the loss payee on that policy. Also, the Lessor is to be named as an additional insured on the City's public liability policy.

Let me know if you decide to go forward with the Lease, and if you need anything further from me on this.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : [\(205\) 251-2881](tel:(205)251-2881)
Fax : [\(205\) 254-3987](tel:(205)254-3987)
Email: sstine@bishopcolvin.com

From: Marylyn Wright Eubank [mailto:marylynw@bham.lib.al.us]
Sent: Monday, June 1, 2015 11:20 AM
To: 'Steve Boone'; Steve Stine
Subject: 36 month lease price verification

Hi Steves,

So that we are all clear on the monthly lease amount, we are leasing 28 machines at a cost of \$1,144.36 each. This gives us a total of \$32,042.08. We multiply that total by the lease factor (.031795 for a 36 month lease) for our monthly payment, which is \$1,018.79.

The annual amount will be \$12,225.34

We budgeted \$17,000 in this category for FY2015, so if we keep it flat for FY2016, we are covered budget wise.

Best,
Marylyn

Marylyn Wright Eubank
Information Technology Manager

SOUTHLAKE CAPITAL LLC
1500 Southlake Park-Suite 250
Birmingham, AL 35244

MUNICIPAL LEASE AGREEMENT

JCC RFP: 60-13

Agreement # _____

The words YOU and YOUR refer to the customer. The words WE, US and OUR refer to the Lessor. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

*(Except for what is allowable in Paragraph 18)

CUSTOMER INFORMATION

Federal Tax ID # 63-6001325

City of Mountain Brook, Alabama on behalf of its
Emmet O'Neal Library

FULL LEGAL NAME OF CUSTOMER

50 Oak Street

STREET ADDRESS

Mountain Brook AL 35213

CITY STATE ZIP PHONE

SUPPLIER INFORMATION

Dell Financial Services

NAME OF SUPPLIER

P.O. Box 5292

STREET ADDRESS

Carol Stream IL 60197-5292

CITY STATE ZIP PHONE

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION

SERIAL

28 Dell Optiplex Computers (Exhibit A)

LEASE TERMS

Term in months 36

36 Payments of \$ \$1,018.79

Lease Payment Period is Monthly Unless Otherwise Indicated.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided the lease has not terminated early and no event of default under the lease has occurred and is continuing.

Initial _____ Return at Lease End at no charge

Initial _____ Purchase the Equipment for \$1

TERMS AND CONDITIONS

We hereby lease to You, the personal property (the "Equipment") described above, on any attached Exhibit A, or in any subsequent schedules which may hereinafter be made a part hereof, upon the following terms and conditions:

1. TERM AND RENT: The term of, and the rental amount ("Rental Amount") due under this Municipal Lease Purchase Agreement ("Agreement") shall begin on the Acceptance Date noted below or as specified on an attached Property Acceptance Certificate (Exhibit C) and, continue for the term set above unless earlier terminated per paragraph 18 and end on the date all payments on Exhibit B, or in any subsequent schedules which may hereafter be made a part hereof, have been made. This Agreement will be deemed automatically renewed by You each year (Your fiscal year) for the following fiscal month period unless

earlier terminated by You due to non-appropriation as provided in Paragraph 18 herein. The Payment Amount includes specified amount of principal and interest due on a specific date. Upon full payment by You of the entire Rental Amount including interest due on this Agreement, the security interest held by Us and Our successors or assigns shall be released. You covenant to pay all Payment Amounts when due, and to perform all other covenants contained in this Agreement. Lease payment obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Paragraph 18 herein.

2. COVENANTS OF LESSEE: You warrant and represent as follows: (a) You are a body politic and have statutory authority to enter into this transaction and carry out its obligations; (b) You have authorized the execution of this Agreement by Your appropriate officials; (c) You have, in accordance with the requirements of law, fully budgeted and appropriated sufficient unexhausted and unencumbered funds for the current budget year and to meet Your other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (d) the Equipment is essential to Your proper, efficient, economic and continuing operation and will be used for Your general business.; (e) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (f) You designate this Lease as a "bank qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (C)(3) bonds) issued or to be issued by You and Your subordinated entities during the calendar year in which We fund this Lease is not reasonably expected to exceed \$30,000,000; and (g) You and all of Your subordinate entities will not issue in excess of \$30,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(C)(3) bonds) during the calendar year in which We fund this Lease without first obtaining an opinion of national recognized counsel in the area of tax-exempt municipal obligations acceptable to Us that the designation of this Lease as a "bank qualified tax-exempt obligation" will not be adversely affected.

LESSOR ACCEPTANCE OF AGREEMENT

LESSOR: Southlake Capital, LLC

SIGNATURE: X _____

TITLE: _____

DATED: _____

CUSTOMER ACCEPTANCE OF AGREEMENT

(2 signatures required if payment is over \$1,200)

DATED: _____

CUSTOMER: City of Mountain Brook, Alabama, on behalf of its
Emmet O'Neal Library

SIGNATURE: X _____

TITLE: _____

PRINT NAME: _____

SIGNATURE: X _____

TITLE: _____

PRINT NAME: _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the equipment

from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the equipment from supplier is a condition precedent to effectiveness of this agreement.

X _____
Signature Title

DATE OF DELIVERY _____

CUSTOMER: City of Mountain Brook, Alabama on behalf of its
Emmet O'Neal Library

3. TITLE: Title to the Equipment shall pass to You upon acceptance of delivery conditioned upon Your complete and full performance of Your undertakings as provided in this Agreement and also conditional upon full payment by You of the entire Rental Amount including interest due on this Agreement. Upon Your full performance, we will release Our interest in the Equipment for the nominal purchase price.

4. EQUIPMENT INSPECTION, LIENS, PERSONAL PROPERTY and TITLE: You have fully inspected and acknowledged that the Equipment is in good condition and repair, and that You are satisfied with and have accepted the Equipment in such condition. You will not create or assume any mortgage, pledge, lien, encumbrance or claim on the Equipment, and will, at Your own expense, discharge any such claim. The Equipment is, and will at all times during the Agreement Term remain, personal property. Title to the Equipment has been conveyed to You during the lease term in return for periodic payments, subject to the terms and conditions herein.

5. SECURITY INTEREST: To secure payments and observance by You of the covenants expressed or implied herein, You grant a security interest in and a lien on the equipment to Us, our successors and assigns.

6. USE AND MAINTENANCE: You will use the Equipment in a reasonable manner, in compliance with all applicable laws and regulations. Equipment is to be used by You exclusively and not subleased, loaned or otherwise used by entities other than You. At Your sole expense and cost, You will maintain the Equipment in good repair, condition and working order and in compliance with manufacturer's suggested maintenance and so as to maintain manufacturer's and/or supplier's warranties.

7. DAMAGE OR DESTRUCTION OF EQUIPMENT: You hereby assume and bear the entire risk of loss and damage to the Equipment, whether or not insured from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any of Your obligations under this Agreement, which will continue in full force and effect. If the Equipment is partially lost, stolen, damaged or destroyed, You will promptly repair and restore it to working order. If net insurance proceeds (including proceeds of self-insurance) are not sufficient to pay for repairs You will nevertheless complete the work and pay the costs. You are not entitled to reimbursement or to any reduction of the payments or other amounts payable pursuant to this Agreement. If the Equipment is totally lost, stolen, damaged or destroyed, You shall pay to Us or Our assignee a sum equal to the applicable remaining "Principal Balance" plus interest as stated on Exhibit B, if paid later than as regularly scheduled; provided that, in the event such Balance is paid, We will pay You the insurance proceeds related to the Equipment if You retain an option to purchase the Equipment at the end of the lease period.

8. DISCLAIMER OF WARRANTIES: WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and as per above, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE.

9. INSURANCE; INDEMNIFICATION: During the term of this Lease, You will keep the Equipment insured against all risks of loss or damage in an amount no less than the Fair Market Value of the Equipment, without deductible and without co-insurance. We will be the named the sole loss payee on the property insurance; provided that, in the event that property insurance proceeds are paid with respect to any damage, loss, theft or destruction of the Equipment, We will pay You any insurance proceeds related to such casualty if the Principal Balance owed for that Equipment is paid and You retain an option to purchase the Equipment at the end of the lease period.

We will be named additional insured on public liability coverage. You will pay all premiums for such insurance and, if requested, must deliver proof of insurance coverage satisfactory to Us. If You do not provide such proof of such insurance before the Lease commences, Nothing in this paragraph will relieve You of the obligation to provide public liability coverage.

10. SURRENDER OF EQUIPMENT: Upon termination of this Agreement, You shall return the Equipment to Us in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone expected, and has been maintained in accordance with Paragraph 6. In the event of early termination of this Agreement, You will return the Equipment in a condition that permits Us to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate such Equipment. You will transfer ownership and title to Equipment to Us and warrant clear title.

11. TAX INDEMNIFICATION: If, as a result of any act or conduct by the Customer, You lose Your eligibility for the "Small Issuer Exemption" during the calendar year or this transaction is deemed by any taxing authority not to be tax exempt from federal and/or state income taxation, You agree the implicit interest rate and corresponding monthly interest payment in Exhibit B will be increased to preserve Our originally anticipated yield.

12. TAXES: Any privilege, license, lease, use and other taxes, if any, that are assessable against Us and arise from the contemplated transaction are included in the charges and fees stated in this Agreement. The parties acknowledge that, pursuant to Code of Alabama § 40-12-222, any privilege, license or lease taxes arising from the contemplated transaction are not payable by You unless so included, and may not later be passed on to You for payment.

13. EVENTS OF DEFAULT: The default by Your under any term, covenant or condition contained herein which is not cured within ten days after written notice thereof from Us, shall, at Our option, terminate this Agreement and Your right to possession of the Equipment.

14. REMEDIES ON DEFAULT: Upon termination of this Agreement, we may without notice or demand upon You, except as stipulated in paragraph 18, pursue one or more of the following remedies: (a) Take any necessary or desirable action to collect all payments due under this Agreement, or to enforce performance of any obligation, agreement or covenant by You under this Agreement, including payment of any amounts which You fail to pay (such as costs or repairs). We and Our assigns will also be entitled to recover all costs and expense including attorney's fees, incurred in connection with the enforcement of any of Our or Our assigns rights or remedies against You. (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of equipment (c) To take possession of any or all items of equipment, wherever same may be located without any court order or other process of law. You hereby waive any and all damage occasioned by such taking of possession. Any said taking of possession shall not constitute termination of this Agreement as to any or all items of equipment unless We expressly notify You in writing. (d) To terminate this Agreement as to any or all items of equipment. (e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which We may take, You shall be and remain liable for the full performance of all obligations on the part of You to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

15. CONCURRENT REMEDIES: No right or remedy of Ours is exclusive of any other right or remedy. Each is cumulative of every other right or remedy given, or not hereafter existing at law, and may be enforced concurrently; separately, or in sequence.

16. ASSIGNMENT: You agree not to sell, assign, lease, sublease, pledge or allow any lien or encumbrance against any interest in this Agreement or the Equipment without Our prior written consents, which will be withheld if: (1) it would eliminate or decrease Our tax exempt yield or, (2) it would, in Our sole judgment, diminish the prospects for repayment. You agree that We may assign, in whole or in part, Our right, title and interest in this Agreement or the Equipment to one or more third parties and shall be free of all defenses, set-offs or counterclaims of any kind which You may be entitled to assert against Us. Any such assignee will have Our rights under the Agreement but not the obligations. Any assignee of Us may reassign its interest in this Agreement and/or the Equipment to any other person who thereupon, shall be deemed to be Our assignee.

17. UNIFORM COMMERCIAL CODE: You acknowledge that this agreement secures purchase money security interest in such equipment as set forth and enforceable under the Uniform Commercial code, and authorizes Us at Our option to (i) file one or more financing statements signed only by Us, or (ii) file a copy of this Agreement with the appropriate state and local authorities at any time as We shall deem necessary to fully protect the security interest herein granted to it by You. You hereby authorize Us as secured party or its agent assignee to sign and execute on its behalf any and all necessary UCC-1 forms to perfect its purchase money security interest herein granted to secured party.

18. NONAPPROPRIATION: You may terminate this Agreement at the end of any fiscal year if the following events shall have occurred:

(a) In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Agreement for the succeeding fiscal year, or for the acquisition of services, equipment or functions, which in whole or in part are essentially the same as those being leased hereunder, this Agreement shall impose no obligation on You as to such succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to Our benefit, Our successors and assigns, for any further payments;

(b) If the provisions of Section (a) are utilized by You, You agree to immediately notify Us Our assignee of this Agreement that funds are not budgeted and appropriated, and peacefully surrender possession of the equipment to Us or Our assignee. Notice shall be sufficient when signed by Your legal counsel and shall be deemed given when delivered mailed by registered mail, postage prepaid, to Us at our respective place of business or We shall designate hereafter in writing. You shall execute and deliver to Us such documents as We may request to evidence the passage of title to the Equipment to Us.

(c) You made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.

(d) Any early termination due to non-appropriation must be at the end of Your then-current fiscal year.

19. CHOICE OF LAW; JURY TRIAL WAIVER: This Lease will be governed and construed in accordance with the laws of the state of Alabama.

20. DELIVERY OF ORIGINALS: You agree to submit the original municipal lease document to Lessor or its assignee via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this agreement and the faxed copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under paragraph 14.

X
SIGNATURE TITLE DATE

Jefferson County Commission
Room 830 County Courthouse
Birmingham, AL 35203
(205) 325-5381

**JEFFERSON COUNTY, ALABAMA
CONTRACT
BID AWARD NOTIFICATION**

PURCHASE CONTRACT:

April 8, 2013
RE: Bid # 60-13
SUPPLIES OR SERVICE: "MASTER LEASE PROGRAM"
Terms of Payment: Net 30

AWARDED TO:

Southlake Capital, LLC
1500 Southlake Park, Suite 250
Birmingham, AL 35244
Attn: Mike Seals
Phone: (205)682-2815
Email: mseals@southlakecapital.biz

NOTIFICATION IS HEREBY GIVEN THAT THE JEFFERSON COUNTY COMMISSION HAS AWARDED THE ABOVE DESCRIBED CONTACT. THE CONTRACT CONSISTS OF THE TERMS AND CONDITIONS OF THE INVITATION TO BID AS REFERENCED ABOVE AND THE BID RESPONSE AND THE RESULTING PURCHASE ORDER.

IT IS UNDERSTOOD AND AGREED THAT THE COUNTY (AND PACA IF APPLICABLE) MAY PURCHASE ANY OR ALL OF ITS REQUIREMENTS FOR DELIVERY AS NEEDED AT THE PRICES UNDER THE TERMS INCLUDED IN THIS AGREEMENT. **THE COUNTY (AND PACA IF APPLICABLE) IS TO BE GIVEN THE BENEFIT OF ANY REDUCTION IN PRICE BELOW THE CONTRACT PRICE.** SAID REDUCTION TO APPLY ON THE UNDELIVERED PORTION OF THE CONTRACT.

PURCHASE ORDERS OR CHANGE ORDERS WILL BE ISSUED PERIODICALLY IN ACCORDANCE WITH PRICES AND TERMS OF THIS CONTRACT. DELIVERIES OF SUPPLIES OR SERVICE ARE NOT TO EXCEED THE TOTAL MONETARY VALUE SPECIFIED IN SUCH PURCHASE ORDERS OR CHANGE ORDERS. UNDER NO CIRCUMSTANCES SHALL THE COUNTY (AND PACA IF APPLICABLE) BE UNDER ANY OBLIGATION TO THE CONTRACTOR FOR SUPPLIES OR SERVICE NOT SPECIFICALLY ORDERED.

ALL SUPPLIES OR SERVICE MUST BE SATISFACTORY TO THE COUNTY (AND PACA IF APPLICABLE) AT ALL TIMES. FAILURE TO COMPLY WITH ANY PART OF THIS INVITATION TO BID, YOUR BID OR ANY TERM OF THIS DOCUMENT SHALL, AT THE OPTION OF THE COUNTY (AND PACA IF APPLICABLE), CONSTITUTE A DEFAULT. UPON DEFAULT, THE COUNTY (AND PACA IF APPLICABLE) MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE OF TERMINATION MAILED TO THE CONTRACTOR AT THE ADDRESS SHOWN ABOVE.

Contract period: 06/01/2013 TO 05/31/2014 with renewal, at County's option, each fiscal year until 2016.

Michael Matthews
PURCHASING AGENT

Dorothea Robinson
Principal Buyer
205-521-7593, phone
205-214-4034, fax

Southlake Capital, LLC
1500 Southlake Park, Suite 250
Birmingham, AL 35244

Mike F. Seals / 205.682.2815 / mseals@southlakecapital.biz

Bid 60-13

ITEM DESCRIPTION	Monthly Lease Rate 12 Months	Monthly Lease Rate 24 Months	Monthly Lease Rate 36 Months
Computer/IT Equipment	0.08927	0.04705	0.031795
Copier	0.08927	0.04705	0.031795
Printer Equipment	0.08927	0.04705	0.031795
Installation	0.08838	0.04661	0.03274
Maintenance	0.08838	0.04661	0.03274
Return of Equipment	0.08838	0.04661	0.03274
Delivery guarantee	N/A		



QUOTATION

Quote #: 706487878
Customer #: 41906781
Contract #: 56AFY
Customer Agreement #: T531-PC & Server
Quote Date: 04/27/2015
Customer Name: EMMET O'NEAL LIBRARY

Date: 4/27/2015

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: STARR J KUNKELMANN PHONE: 1800 - 4563355
Email Address: Starr_Kunkelmann@dell.com Phone Ext: 5132168

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: \$1,144.36 GROUP TOTAL: \$1,144.36

Description	Quantity
OptiPlex 9020 Small Form Factor (210-AAAT)	1
8GB (2x4GB) 1600MHz DDR3 Non-ECC (370-AAMG)	1
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	1
No Monitor (480-ABHJ)	1
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	1
No Wireless (555-BBFO)	1
1TB 3.5inch Serial ATA (7.200 Rpm) Hard Drive (400-AAMQ)	1
Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license) (536-BBBJ)	1
US Order (332-1286)	1
OptiPlex 9020 Small Form Factor Chassis w/ up to 85 Percent Efficient PSU (Bronze V2) (329-BCKC)	1
Dell USB Optical Mouse MS111 (570-AACR)	1
No ESTAR (387-BBCG)	1
No Bcom required (555-BBKH)	1
8X DVD-ROM Drive (429-AADR)	1
Internal Dell Business Audio Speaker (520-AABP)	1
No Wireless (555-BBFO)	1
System Power Cord (Philippine/TH/US) (450-AAOJ)	1
Windows 8.1 DVD OS Recovery(English) (620-AASU)	1
Dell Back-up and Recovery Manager for Windows 7, Multiple Language (637-AAAK)	1
No Quick Reference Guide (340-ABKW)	1
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	1
Dell Limited Hardware Warranty Plus Service (997-6870)	1
Onsite/In-Home Service After Remote Diagnosis 3 Years (997-6872)	1
No Special BIOS Setup Required (696-BBBC)	1
Intel vPro Technology Enabled (631-AABI)	1
Dell 23 Monitor - P2314H (480-ABMH)	1
No Diagnostic/Recovery CD media (340-ABJI)	1

No Quick Reference Guide (340-ABKW)	1
NO ADAPTER (470-AAJL)	1
Dell Digital Delivery Client (421-4047)	1
Thank you for buying Dell (421-9982)	1
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	1
Visit www.dell.com/encryption (632-BBBZ)	1
Thank you for buying Dell (632-BBCB)	1
Adobe Reader 11 (640-BBDF)	1
Dell Data Protection Protected Workspace (640-BBEV)	1
Enable Low Power Mode (658-BBMQ)	1
Dell Client System (658-BBMT)	1
Waves Maxx Audio (658-BBNH)	1
NO RAID (817-BBBN)	1
No Anti-Virus software (650-AAHJ)	1
Intel Core i7-4790 Processor (Quad Core, 3.6GHz, 8MB Cache, w/HD Graphics 4600) (338-BFIK)	1
No DDPE Encryption Software (954-3465)	1
Chassis Intrusion Switch (461-AAAX)	1
No Intel Responsive (551-BBBJ)	1
Small Form Factor Chassis Mainstream Heatsink (95watts) (412-AABM)	1
SHIP MTL,SYSM,OptiPlex SFF (340-ACGR)	1
PowerDVD Software not included (429-AAGQ)	1
Thank You for Choosing Dell (340-ADBJ)	1
Thank You for Choosing Dell (340-ADBJ)	1
Regulatory Label,9020SFF, Mexico (389-BCDL)	1
No Add On Card (382-BBBZ)	1
Intel Core I7 vPro Label (389-BBWO)	1

*Total Purchase Price:	\$1,144.36
Product Subtotal:	\$1,144.36
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Statement of Conditions

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Dell may make changes to this proposal including changes or updates to the products and services

described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to EMMET O'NEAL LIBRARY for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

ORDINANCE NO. 1934

AN ORDINANCE TO REMOVE TWO STOP SIGNS ON VINE STREET AT ITS INTERSECTION WITH DEXTER AVENUE AND PROVIDE FOR TWO STOP SIGNS ON DEXTER AVENUE AT ITS INTERSECTION WITH VINE STREET AND TO PROVIDE FOR PUNISHMENT THEREOF

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

Section 1. The two (2) stop signs located on Vine Street at its intersection with Dexter Avenue shall be removed and no longer enforced.

Section 2. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in either direction along Dexter Avenue to enter its intersection with Vine Street when there is standing at such intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 3. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 4. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 5. This ordinance shall become effective when published as required by law.

ADOPTED: This 8th day of June, 2015.

Council President

APPROVED: This 8th day of June, 2015.

Mayor

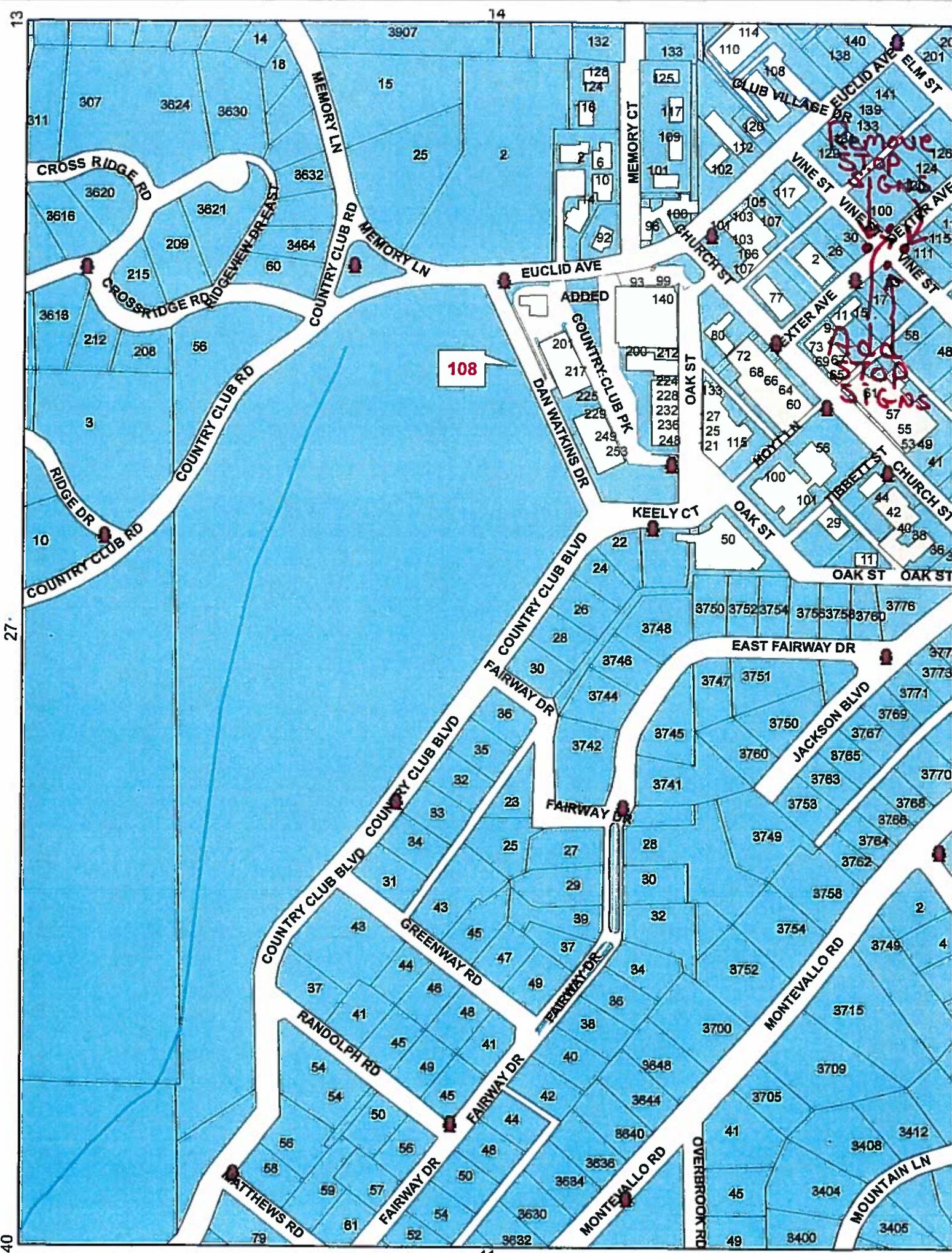
CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 8th day of June, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June _____, 2015, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk



108

Remove Stop Signs
Add Stop Signs



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

June 1, 2015

Dear Resident:

The Mountain Brook City Council will consider an ordinance, at its June 8th meeting to reverse the stop signs at the Dexter Avenue and Vine Street intersection. This meeting will begin at 7:00 pm. at City Hall.

Due to the relocation of the Piggly-Wiggly to Vine Street, traffic is expected to increase on Vine Street. Our traffic engineer, Skipper Consultants, has recommended the stop signs on Vine Street at Dexter Avenue be removed and placed on Dexter Avenue instead. (See attached map)

You are invited to attend the City Council meeting on June 8th at 7:00 p.m. to voice your support or opposition to this proposed change. If you cannot attend on June 8th, but would like to comment, please do so by sending me an email to gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager

ORDINANCE NO. 1935

**AN ORDINANCE PROVIDE FOR A STOP SIGN ON BELLE MEADE WAY
AT ITS INTERSECTION WITH SPRING VALLEY ROAD AND
TO PROVIDE FOR PUNISHMENT THEREOF**

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a southeasterly direction along Belle Meade Way to enter its intersection with Spring Valley Road when there is standing at such intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 8th day of June, 2015.

Council President

APPROVED: This 8th day of June, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on this 8th day of June, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June _____, 2015, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk



CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213
Telephone: 205.802.3803
Fax: 205.870.3577
gastons@mtnbrook.org

SAM S. GASTON
CITY MANAGER

May 29, 2015

Dear Resident:

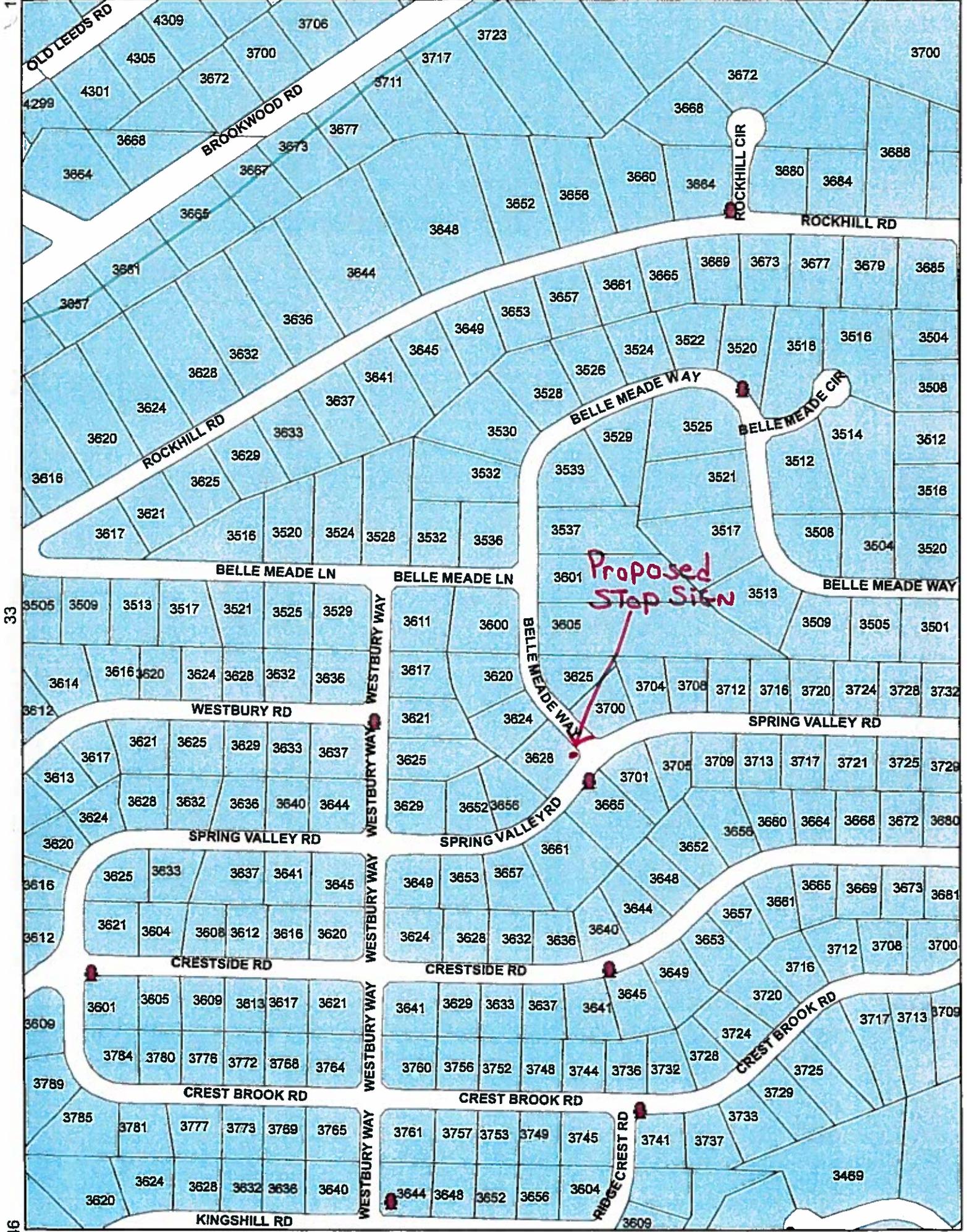
The City of Mountain Brook will consider an ordinance placing a stop sign on Belle Meade Way at its intersection with Spring Valley Road at its June 8, 2015 City Council meeting which will begin at 7:00 p.m. (See attached map.)

You are invited to attend this meeting to voice your support or opposition to this proposed stop sign. If you cannot attend the City Council meeting on June 8th, but would like to comment, please do so by sending me an email to gastons@mtnbrook.org.

If you have any questions, please contact me at 802-3800.

Sincerely,


Sam S. Gaston
City Manager





5536 DERBY DRIVE
BIRMINGHAM, AL 35210

Tel 205 536 7523
Fax 205 536 7527

blackjackhorticulture.com

June 1, 2015

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

Dear Sam,

We received notice requesting feedback regarding the city's noise ordinance pertaining to the operation of lawn maintenance equipment. As a resident of Mountain Brook and a business owner, I am writing to express our concern that the proposed changes to the noise ordinance would dramatically impact our operations.

As a resident of Mountain Brook, the few times that I've heard lawn equipment running during early or late hours around my home it has usually been the result of homeowner use, not a contractor. I believe that the current time restrictions are sufficient to keep operation of equipment during reasonable times of the day for contractors with only occasional enforcement required. As a contractor, our crews do not begin using equipment in residential parts of the city prior to 7a.m. and do not work past 3:30p.m. most days. We do this for the safety of our crews working in the heat and the logistics and safety surrounding peak traffic times in the city. In addition, to further restrict work hours more than they currently are will put them at odds with the permitted construction hours. Within our company, we have a maintenance division and an installation/construction division. With further restricted hours on maintenance equipment, our company could have a construction crew arrive at a residence to begin using a bobcat, jackhammer, nail gun, etc. at 7a.m. but our maintenance crew could not use a weed eater or blower beginning at the same time. This does not seem logical.

As a part of our contract to perform landscape services for the City of Mountain Brook, we do begin work at early hours in the commercial villages. This is required due to traffic and other safety concerns in the villages. It is not safe for crews or passers-by to have mowers or other equipment operating when heavy traffic and pedestrians begin moving about in the villages.



5536 DERBY DRIVE
BIRMINGHAM, AL 35210

Tel 205 536 7523
Fax 205 536 7527

blackjackhorticulture.com

In addition, the idea of limiting the number of simultaneous operators would not accomplish much and could have the opposite effect. To limit the number of simultaneous

operators would simply result in longer run times for the equipment and crew at each property, and would necessarily result in *significant* increased costs to our clients. When it comes to new technology and quieter models, there do not seem to be substantial alternatives. While two or three of the mainline manufacturers do promote quieter model blowers, in our research and in talking with previous users and manufactures alike, they do not seem to be a viable alternative and are more expensive. In addition, there are no "quieter" models on the market when it comes to weed eaters, edgers, and mowers.

While I appreciate the concerns of a small number of residents, I do not recall more than one or two complaints related to noise in the 15+ years that we have been working in Mountain Brook. In those instances, it has been our company practice to accommodate those individual requests as reasonably as possible, and we will continue to do so when the need arises. I appreciate your notifying of us the ongoing discussions and the city's consideration of our comments in making its decision. I currently plan to attend the council meeting Monday night, but am certainly available prior to then if you would like to discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Word", written in a cursive style.

Bryan Word
President

From: Paul Lell [mailto:plell@greenlandscapingbham.com]
Sent: Friday, May 29, 2015 11:56 AM
To: gastons@mtnbrook.org
Subject: Proposed Change to City's Noise Ordinance

Dear Mr. Gaston-

My name is Paul Lell and I am a manager for Samford Partners LLC dba Green Landscaping, I am also a Mountain Brook resident with address of 945 Beech Lane in Crestline.

Green Landscaping provides both landscaping and maintenance services and conducts a majority of its business operations within the Mountain Brook city limits for residential properties. Please allow me to express my concerns over the proposed changes to the noise ordinance and how it would affect our business operations.

We currently adhere to the requirements of not running landscape equipment before 7:00 am and after 6:00 pm on weekdays. Our crews typically 'clock-in' around 6:30 and by the time we load up and arrive at a property, it is close to 7:30 am. Though there are seasonal exceptions, our crews typically complete the daily schedule by 4:00 and return to the shop before 5:00 pm. If the day were to be shortened to a proposed time frame of 10:00 am to 4:00 pm, it would hardly allow for us to complete our daily scheduled work and maintain efficiency and profitability. It would also expose our crews to working during the hottest part of the day in the summer by eliminating the ability to work in the cooler early morning hours.

Limiting the number of simultaneous operators of equipment would also cause a great impact on the normal routine of the crews. We typically have 2-3 man crews and each man is performing a separate task (blowing, edging, mowing, etc.) simultaneously during the service visit. If only one piece of equipment could be operated at a time, it would extend the duration of the visit and only prolong any negative noise impact to the property owner or adjacent neighbors. For example, it would take 2 men operating blowers half the time to complete the function than it would if only one man could operate a blower.

Requiring commercial lawn maintenance providers to use new, quieter model equipment is also a concern in relation to cost and performance of equipment. Although industry manufacturers are trending towards greener and more environmentally friendly equipment, there is still a lot of debate over just how much quieter this equipment is over standard equipment. The cost of the new 'quieter' equipment is almost close to double that of standard equipment and would be an enormous financial burden for a landscape company to comply with this measure.

In closing, I would like to make a couple of my own observations in regards to this matter. First, in the ten plus years I have been working in the Mountain Brook area, I think we may have had one or two complaints about operating equipment before/after normal business hours, to which we immediately stopped using the equipment and talked to the owner/neighbor to resolve the situation in a professional and responsible manner. It is not our objective as a company to upset the people we are performing work for or their surrounding neighbors. Second, we provide training for our employees on the proper use of the equipment and how to avoid unnecessary 'throttling'. Finally, as I take late evening walks with my kids, I often notice that it is the homeowner that is operating a blower or

lawnmower and not a contractor. Most homeowners who maintain their own property typically like to do so after they get home from work and when it is a little bit cooler late in the evening. I rarely see contractors servicing yards late in the afternoon/evenings.

On behalf of all of the licensed and reputable landscape contractors performing operations within the city, thank you for your time and consideration. Please feel free to contact me if you have any questions or concerns.

Sincerely,
Paul Lell

pllell@greenlandscapingbham.com

[205.933.0707](tel:205.933.0707) office

[205.908.8833](tel:205.908.8833) cell

P.O. Box 530277

Birmingham, AL 35253

www.greenlandscapingbham.com



CITY OF MOUNTAIN BROOK

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

NOTICE OF PROPOSED CHANGE TO CITY'S NOISE ORDINANCE

May 19, 2015

Dear business owner/operator:

As you may recall, in 2014 the Mountain Brook City Council imposed restricted service hours for the operation of gasoline-powered lawn maintenance equipment by commercial entities (Ordinance No. 1906 attached) in an attempt to reduce noise pollution in residential areas. Due to ongoing complaints by residences, the City Council is again considering measures to reduce noise in residential areas. Options being considered include:

1. Increasing the restricted time period of operation (or shortening the workday for commercial lawn service providers)
2. Limiting the number of simultaneous operators of gasoline-powered equipment
3. Requiring commercial lawn maintenance providers to use new, quieter model equipment

In considering these and other noise remediation alternatives, the Mountain Brook City Council is asking for your comments as to how these options may affect your business operations and other suggestions you may offer to accomplish its objective of reducing noise in residential areas while minimizing the impact of such measures on your business.

The options described above will be discussed by the City Council on Monday, June 8, 2015 at 7 p.m. in the City Hall Council Chamber (Room A108) at City Hall, 56 Church Street, Mountain Brook, AL 35213. You may attend the meeting to voice your comments or you may submit your comments to the City Manager (gastons@mtnbrook.org) on or before Friday, May 29, 2015.

AE, LLC
9675 Old Springville Road
Trussville, AL 35173

Alabama Professional Services
P.O. Box 100909
Irondale, AL 35210

Blackjack Horticulture, Inc
5536 Derby Dr
Birmingham, AL 35210

Bradford Horticulture LLC
2004 Madison Circle
Chelsea, AL 35043

Cater Design & Landscape LLC
524 Mineral Trace
Hoover, AL 35236

Timothy N Chambless
1372 Saint Andrews Pkwy
Oneonta, AL 35205

Childers & Associates
2944 Rhodes Circle
Birmingham, AL 35205

A J Corley
2298 Pleasant Valley Road
Odenville, AL 35120

Create A Scape LLC
P.O. Box 381416
Birmingham, AL 35238

Daviscapes Inc.
P.O. Box 101525
Irondale, AL 35210

Debra Dockins
380 Jay Lane
Empire, AL 35063

Donaldson Group LLC
621 Strathmore Road
Birmingham, AL 35213

Dragonfly Enterprises LLC
P.O. Box 100402
Irondale, AL 35210

Edko, LLC
P.O. Box 1577
Tuscaloosa, AL 35403

Envirocare LLC
P.O. Box 1177
Alexander City, AL 35001

Evans Tree Services Inc
P.O. Box 530001
Birmingham, AL 35253

Freeland Landscape Design LLC
3104 North Woodridge Rd
Mountain Brook, AL 35223

Gagb LLC
2191 Montevallo Road SW
Birmingham, AL 35211

Garden Trends Inc
7852 Rock Creek Circle
Bessemer, AL 35023

Gary Webb Horticulturist Inc
6433 Advent Circle
Trussville, AL 35173

GC & P
P.O. Box 530324
Birmingham, AL 35223

Jess Gilliland
7929 Highway 13
Helena, AL 35080

Hernan Gonzalez
125 Rock Valley Road
Helena, AL 35080

Grimco Inc
4000 Fowler Lake Road
Birmingham, AL 35242

Gro, LLC
110 Office Park Dr
Mountain Brook, AL 35223

Heritage Lawn and Tree Care
P.O. Box 381293
Birmingham, AL

Hershey Holding, LLC
P.O. Box 11052
Huntsville, AL 35814

Allen Hines
3535 Rockwill Road
Birmingham, AL 35223

Horizons Environmental Services
4024 Autumn Lane
Birmingham, AL 35243

Joes Professional Tree Services Inc
925 Mockingbird Lane
Leeds, AL 35094

Dane Lancaster
49 Red Slick Road
Pelham, AL 35124

Landscape Foundry, LLC
P.O. Box 433
Trussville, AL 35173

Landscape Workshop LLC
3601 Parkwood Road SE
Bessemer, AL 35022

Lange Solutions, LLC
4015 Highland Ridge Rd
Birmingham, AL 35242

Bobby Lawley
186 Lawley Drive
Alabaster, AL 35007

Lawn Works Company
1369 Oak Grove Rd
Springville, AL 35146

LawnCrafters Landscape
3546 Burntleaf Lane
Hoover, AL 35226

Legacy Landscaping
25 Oakwood Drive
Alabaster, AL 35007

LMA Landscape Design LLC
2312 Bookshire Place
Mountain Brook, AL 35213

Vita Marie Lore
2853 Vestavia Forest Dr
Vestavia, AL 35216

Lovells Landscape Management
1790 Hwy 160
Warrior, AL 35180

LSC Alabama Inc
P.O. Box 100458
Birmingham, AL 35210

Magnolia Hills Landscaping
321 Sterling Manor Circle
Alabaster, AL 35007

MGM Services LLC
P.O. Box 430007
Birmingham, AL 35243

Brenda J Moore
5532 Lazy Acres Trail
Pinson, AL 35126

Marc Nabors
4225 Kennesaw Dr
Mountain Brook, AL 35213

Nelson Team Inc
8408 Farley Ave
Leeds, AL 35094

William M Norman
911 Alton Parkway
Birmingham, AL 35210

Owens Professional Landscape
P.O. Box 381957
Birmingham, AL 35238

Oxmoor Valley Landscaping, Inc
P.O. Box 26056
Birmingham, AL 35260

Brett Painter
2208 Haden Street
Hoover, AL 35216

Pratt Browns Landscapes Inc
1800 Brownlee Road
Birmingham, AL 35210

Premier Landscapes, LLC
1609 Bryson Street
Midfield, AL 35228

Professional Enviornmental
P.O. Box 660144
Birmingham, AL 35266-0144

Quality Creative Landscaping, LLC
5104 Old Quarry Road
Birmingham, AL 35235

Red Mountain Landscape & Garden
2116 Ivy Ln
Hoover, AL 35226

Richter Landscape Co LLC
137 West Oxmoor Road Suite 427
Birmingham, AL 35209

Rocketts Bug Juice Gardens Inc.
P.O. Box 382346
Birmingham, AL 35242

Michael Rogers
155 Two Lakes Drive
Chelsea, AL 35051

Ross Gardens LLC
4525 Grants Mill Trl
Irondale, AL 35210

Round Tuit Landscaping, LLC
8016 River Bend Road
Morris, AL 35116

Samford Partners LLC
P.O. Box 530277
Birmingham, AL 35253

David Sharp
1178 Dunnavant Valley Rd
Birmingham, AL 35242

Shelby County Growers Inc
211 Wildlife Trail
Wilsonville, AL 35186

Michael H Smith
5545 Bishop Ridge
West Blockton, AL 35184

Southern Botanical
3443 Tamassee lane
Hoover, AL 35226

Superiotscape Inc
P.O. Box 385
Westover, Al 35185

Billie Tidwell
5308 Riverbend Trail
Hoover, AL 35244

TMA of Central AL
P.O. Box 27
Jasper, AL 35504

Trimm Landscapes Inc
20 Cedar street
Trussville, AL 35123

Trugreen Limited Partnership
860 Ridge Lake Blvd
Memphis, TN 38120

Wayne's Enviiormental Services
2183 Parkway Lake Dr
Birmingham, AL 35244

Kim Weinheimer
3221 Stoningham Drive
Birmingham, AL 35223

ORDINANCE NO. 1906

AN ORDINANCE AMENDING CHAPTER 34 OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of Mountain Brook that Chapter 34 of the Code of the City of Mountain Brook, Alabama ("City Code") shall be amended as follows:

Section 1. Section 34-7 of the City Code shall be amended by inserting two additional provisions as subsections (b) and (c) and by moving the former subsection (b) to subsection (d) so that the entire Section 34-7, as amended, shall be as follows:

Sec. 34-7. Noise.

- a) It shall be unlawful for any person to make, cause to be made or permit to be made, in or about a dwelling, church, hospital, public school, public building, public park, store, street or other public thoroughfare in the city, any noise, either by crying out, calling or shouting or by means of a whistle, siren, megaphone, bell, gong, drum, victrola, radio or other instrument or mechanical device, for the purpose of advertising any business or any article for sale or exchange or for the purpose of attracting attention or inviting the patronage of any person to any business whatsoever; or to make, cause or permit to be made in or about any of the aforesaid places any unnecessary or excessive noise, either by crying out, calling or shouting or by means of any instrument or mechanical device whatsoever.
- b) It shall be unlawful and a nuisance for any person to make, continue or cause to be made or continued any unreasonably loud or excessive noise which unreasonably annoys, disturbs, injures, endangers or interferes with the comfort, repose, health, peace or safety of others in the corporate limits of the City of Mountain Brook, Alabama. It shall also be unlawful and a nuisance for any person to permit any such noise to be made in or upon any house or premises owned, possessed, managed or controlled by such person.
- c) In addition to the general prohibition set forth above, the following acts or noises are declared to be in violation of this Code, provided however, that such enumeration shall not be deemed to be exhaustive or exclusive:

The operation or permitting the operation of any mechanically powered lawn equipment operated for commercial purposes within a Residential district, between the hours of 6:00 p.m. and 7:00 a.m. weekdays (8 a.m. weekends). For the purposes of this subsection, lawn equipment includes, but is not limited to, leaf blowers, lawnmowers, tractors, stump grinders, chippers, string trimmers, clippers, edgers and any other mechanically powered garden tool, blower or device.

- d) Any person who shall violate any provision of this section shall, upon conviction thereof, be punished within the limits and as provided by section 1-9 of this Code.

Section 2. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 3. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the

remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 4. This section shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 23rd day of June, 2014.



Council President

APPROVED: This 23rd day of June, 2014.



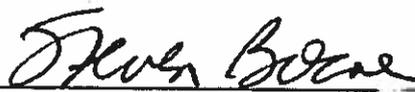
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook,, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama at its meeting held on June 23, 2014, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 24, 2014, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road



City Clerk

Excerpt from Professional Landcare Network [PLANET] Position Statement on Leaf Blowers

PLANET is the national trade association representing more than 100,000 landscape and lawn care industry professionals

- Although PLANET prefers other methods of dealing with noise from leaf blowers **it does not oppose efforts to prohibit outmoded equipment** — as long as the standards are not unreasonable in light of the existing technology on the market. We suggest that efforts to prohibit outmoded equipment be accompanied by buy-back programs. At a minimum, bans on outmoded equipment should go into effect at least one year after a decision is made. This would give users crucial lead time to phase-out their equipment.
- PLANET believes the vast majority of commercial operators use their leaf blowers responsibly. Nevertheless, we acknowledge that improper use is a problem. It is caused chiefly by lack of knowledge, but, regrettably, it is sometimes a result of lack of courtesy for others.
- Cities, municipalities, and PLANET should partner together to educate the public as well as the green industry about proper use of leaf blower equipment. Educational programs should include the following information:
 1. Generally speaking, **leaf blowers should be run at half throttle most of the time**. Low throttle speeds not only significantly reduce noise, but they also provide the operator with maximum control. Full throttle is seldom necessary.
 2. Leaf blowers **should not be used in residential areas at unreasonable hours** —early in the morning or late at night when people are likely to be disturbed.
 3. **Debris should never be blown onto adjacent property, the street, vehicles, people, or pets.**
 4. Leaf blowers should not be used within 10 feet of doors or windows.
 5. Crews should **operate only one leaf blower at a time** on small residential sites.
 6. Rakes or brooms should be used to loosen heavier debris.
 7. The full nozzle extension should be used so the air stream can work close to the ground.
 8. The muffler, air intakes, and air filters should be checked routinely to make sure they are working properly.
 9. Leaf blowers should not be used to move large debris piles from one spot to another.
-
- PLANET believes that informed citizens and green industry workers are likely to be more considerate. **For the few who may lack common courtesy even after increased knowledge, city ordinances mandating proper use under penalty of a steep fine may be necessary. PLANET does not oppose ordinances that mandate common sense rules of courtesy for using leaf blowers.**

- **Nor would PLANET oppose an ordinance requiring a governor attachment to leaf blowers that limited their throttle speed** in order to meet local dBa requirements. Such an ordinance would address the noise problem from outmoded equipment without going so far as to remove that equipment from the market. On the negative side, however, this solution would prevent users from switching to a higher throttle speed on the few occasions when it may be appropriate to do so, such as when they are doing their work at a substantial distance away from other people.

<https://www.landcarenetwork.org>

Guidelines for proper leaf blower use:

The primary solution to solving the leaf blower noise problem, after improving leaf blower design, is operator education. People must be made aware of the issues and become sensitive to the bystander's complaint. Once trained, the conscientious operator should help others to understand how to avoid generating complaints. The trained operator can even help in the organization of additional training programs within their own company and community. If at the present time there is no leaf blower sound or noise related issue in your area, that is the best time to implement the following guidelines. In other words, prevent the problem before it gets started. Once it reaches the point of pending legislation to control leaf blowers, it can be very difficult to reverse the trend. The leaf blower noise issue is best resolved at the source and before it becomes a problem.

Guideline #1.

Always be considerate of bystanders and adjoining property.

Debris should never be blown in the direction of people. No one wants to be pelted by particles of sand and debris. It can take one's breath away. It is almost a certainty that there will be a complaint. People have been known to become hostile. Some see it as a type of assault and have even called the police.

On the other hand, a neighbor or passerby will smile back at you when you idle down your blower and point the nozzle away. They usually realize that you are only doing your job and will give you credit for being courteous.

Respect other people's property. Do not blow material at automobiles or on neighbor's lawns and driveways. This could start retaliatory action. They may blow it back... with interest.



Watch out for open windows and doors. Pointing the blower nozzle at or toward an open door will not only send debris into someone's home, but it directs and increases the noise they must endure. Why call attention to what you are doing. Close the door.

Keep in mind that it is not only the neighbor and passerby that deserves consideration. If you are working on someone's property as a contractor, you should always be considerate of the owner, his or her property and everyone living there, including pets. Being inconsiderate here is a sure way to lose your contract.

The best practice is to be aware of who is around you at all times and know where the debris is being blown. Always be considerate, courteous and conscientious.

Guideline #2

Know and observe your local noise ordinances.

Sometimes, there are local ordinances in place to limit blower use to certain hours of the day and days of the week. As an operator, you should be aware of these times and make sure you do not violate them.

Even if there are no designated hours for blower use, common sense should prevail. Do not create a problem by using leaf blowers late in the day or very early before people are normally up and about.

Guideline #3

Run blowers only at the revolutions per minute (RPM) needed.

Only run the blower at throttle settings necessary to do the job. Rarely does a large backpack blower have to run at full throttle in a residential area. The faster the engine runs, the louder it will be and the more irritating the whine will be (older blowers).

Guideline #4

Avoid using more than one blower at a time.

Two blowers will probably do the job in half the time, but rarely is it necessary. One exception may be when moving large piles of leaves during fall cleanup. This condition is seasonal and normally will not upset anyone because people understand that this is not an ongoing practice. Never the less, if possible, use only one blower.



Guideline # 5

Minimize dust during normal cleanup operations.

There is a logical, yet incorrect conclusion that leaf blowers generate vast amounts of dust. Of course, they can, but when used properly, they contribute very little to the particulate matter in the air. It is all in the way one holds the nozzle and the amount of air generated.

To begin with, one should ensure that whatever dust is created should not be allowed to travel toward any nearby person or neighboring property. Understand that there are times when the blower simply should not be used. The job should be performed at a time when no one is around or when the prevailing wind is in a favorable direction.

To minimize the generation of dust, hold the nozzle above the ground and at a distance from the debris such that the airflow at the ground is only sufficient to move the material you want moved. In dusty areas and when using larger blowers, the nozzle must be held even higher above the ground with an aiming point farther away from the operator. Air velocity is what dislodges the material to be moved and air volume is what keeps it suspended once it is in the air. Practice this by starting with the nozzle well above the ground and then lower it to where it picks up the debris but not the dust.



You may think that dust is very light and easily lifted into the air. In reality, it is very heavy per unit volume. A good example is cement dust. One cubic yard of concrete is 1000 pounds heavier than one cubic yard of sand, yet because the particles of cement are very fine, a leaf blower can lift them if enough air movement is applied. A leaf, a blade of grass or a paper cup, on the other hand, has a weight or density hundreds of times lower than dust. One can find the correct airflow speed and volume to move only the leaf and not the dust with only a little practice.

The measured and published velocity of any commercial leaf blower is the highest value one can measure. That means it is measured at the end of the nozzle. The actual velocity at the ground can be much less without slowing the engine. The airflow speed falls off rapidly as it travels away from the nozzle and spreads out over a wide area. Skilled blower operators direct only enough air to move the unwanted debris, controlling the velocity, volume and position of the nozzle to avoid kicking up any dust.

The concept of a larger blower generating more dust is incorrect. Large blowers are intended for cleaning large areas and can be handled in such a way that very little dust is generated. It takes practice to do this, but it can and must be learned to avoid this complaint.

Guideline #6

Never deliberately use a leaf blower to move dusty materials.

On occasion, the leaf blower is used to clean extremely dusty materials. A leaf blower, any blower, is not the proper machine for this job. It must be understood that there are occasions when the leaf blower is simply the wrong tool.

Heavy concentrations of gravel, construction dirt, plaster dust, pulverized cement, concrete dust and dry garden topsoil should never be moved with a leaf blower because these materials have excessive amounts of dust particles that will become airborne. In a residential area, this type of debris should be cleaned up with vacuums or with power brooms having water injected to control the dust. Even using a hand broom is incorrect for this job. Sometimes only a garden hose (water) will do the job courteously and safely.

Guideline #7

Replace your old leaf blower with a new low noise blower.

There have been many changes in the design of leaf blowers resulting in a much quieter and less irritating product. See your local Echo dealer for the finest products available and do your part to eliminate the complaint generated by inconsiderate use of old noisy leaf blowers.

You can learn more about the leaf blower at: <http://members.cox.net/leafblower>.

Echo's entire leaf blower product line can be seen at: http://www.echo-usa.com/prods_list.asp?Category=POWERBLOWER.

Summary:

The leaf blower issue is noise. Here are the main steps one should take to avoid irritating people when using a leaf blower:

- Purchase and use new quiet leaf blowers
- Run blowers at part throttle whenever possible
- Be a considerate and courteous operator
- Avoid generating dust
- Use only one leaf blower at any given time
- Know and observe leaf blower ordinances
- Do not use leaf blowers late in the evening or early in the morning



Using a Quiet Echo Leaf Blower
In a Thoughtful and Courteous Way
Will Put an End to
Leaf Blower Complaints

Echo Incorporated
400 Oakwood Road
Lake Zurich, IL 60047-1564
1-847-540-8400

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LEAF BLOWER FACTS

Click Below For Information On:

[Leaf Blower Noise and Its Consequences](#)

[Air Pollution From Leaf Blowers](#)

[Leaf Blowers and Health: Letter to California Air Resources Board](#)

[A Brief History of the Leaf Blower](#)

[COS Rebuttal to the CLCA Position on Leaf Blowers](#)

[Blowers Are Bad For Gardens: One Professional's Opinion](#)

[Grandmother Proves Rake and Broom as Fast as Leaf Blowers](#)

Leaf Blower Noise and Its Consequences

Noise interferes with communication, sleep, and work. The U.S. EPA says noise degrades quality of life by impairing communication and social interaction; reducing the accuracy of work, particularly complex tasks; and creating stressful levels of frustration and aggravation that last even when the noise has ceased [\(1\)](#).

Sacramento's city code states "Every person in the city is entitled to live in an environment free from excessive, unnecessary or offensive noise levels." Our General Plan states that the normally acceptable ambient noise level in residential areas is no more than 60 dB; 60-70 is conditionally acceptable; and higher levels are normally unacceptable. The decibel scale is logarithmic--each increase of 10, say 60 to 70, represents a noise 10 times louder.

The average blower measures 70-75 dB at 50 feet according to a manufacturer's lobbyist [\(2\)](#), thus louder at any closer distance. Leaf blowers are routinely used less than 50 feet from unconsenting pedestrians and neighboring homes that may be occupied by home workers, retirees, day sleepers, children, the ill or disabled, and pets.

The World Health Organization recommends general daytime outdoor noise levels of 55 dBA* or less, but 45 dBA to meet sleep criteria (3). Thus, even a 65-decibel leaf blower would be 100 times too loud** to allow healthful sleep (which often takes place during daytime hours for night workers and others). Noise can impair sleep even when the sleeper is not awakened.

Don't be fooled by comparison of 65 decibels from a leaf blower to the volume of a normal conversation. You wouldn't want a noise in your home as loud as a normal conversation that you had not invited and could not control. In any case, no backpack blower on the market meets the 65 dB standard. Echo claims to (for one of their seven available models) but Consumer Reports says that's not true (4).

Acoustics experts say blower noise is especially irritating because of its particular pitch, the changing amplitude, and the lack of control by the hearer (5).

Blower noise can impair gardeners' hearing. A blower measuring 70-75 dB at 50 feet can reach 90-100 dB at the operator's ear. OSHA requires hearing protection for noise over 85, and according to the World Health Organization, "there is an increasing predictable risk" of hearing damage from noise above 75 dBA. Use of certain antibiotics can create vulnerability at lower noise levels. Anecdotally we have examples of hearing loss in gardeners. Sacramento Bee writer Edie Lau quotes one local gardener: "Eventually it's going to hurt everyone who uses it...I'm already a little bit deaf..." Deafness is a serious problem because it causes social isolation by impairing communication. Deafness caused by noise is irreversible. According to the American Academy of Otolaryngology, half the wearers of hearing protectors do not get the expected benefit, due to improper fit or failure to wear them continuously (6).

Blower noise endangers gardeners in other ways as well. According to Dr. Alice Suter, in a 1994 report to the OSHA Standards Planning Committee, there is recent evidence "that high levels of noise and the resulting hearing losses contribute to industrial accidents" and "hearing protection devices...may actually impair work safety under certain conditions...In addition, there is growing evidence that noise adversely affects general health, and the cardiovascular system in particular." (7)

As Kenneth Maue writes in the Autumn 1997 Right to Quiet newsletter: "When harsh noise hits, instead of reaching out to greet the world with open ears, we shrink back into shells, or try to; in truth the ears can't shut, nor like the eyes turn away. Noise controls space like an occupying army, travels through walls, enters homes, molests bodies, violates privacy, stops thought, batters each of us into isolation." (8) Noise causes loss of community and is both a sign and a cause of aggression and violence.

* the A-weighting (expressed as dBA) is one way of evaluating high and low frequencies to approximate the ear's response

** from 45 to 65 is two ten-fold increases, or 10 x 10

References:

1. Excerpt from Noise: A Health Problem, United States Environmental Protection

Agency, Office of Noise Abatement and Control, August 1978. This can be obtained from the web site of the Noise Pollution Clearinghouse at www.nonoise.org.

2. Sacramento Bee, November 10, 1997, "Whining leaf blowers leave ears aching for quiet".
3. Environmental Health Criteria 12: Noise, World Health Organization, 1980.
4. Consumer Reports, April 1997, page 8. The magazine reports Echo's new blower measured 69.5 dBA at 50 feet, and says "In field tests, the PB46LN didn't meet its noise claims...When measured at the operator's ear, the noise was at least 90 dBA for most backpack models in our September 1995 report. The Echo PB46LN was no better." A followup article in the August 1997 issue that begins "We have a very low tolerance for companies that make false claims to consumers about their products, and an equally low tolerance for companies that make false statements about our test procedures..." reports that Echo has publicly questioned Consumers Union's integrity, and that CU has demanded a retraction.
5. For the Sacramento Bee article listed at Note 2, reporter Edie Lau interviewed Michael H. L. Hecker, a Los Altos psychoacoustician; Mitchell Sutter, a UCD auditory neuroscientist; and Harvey Wichman, a Claremont psychology professor.
6. "Noise, Ears, and Hearing Protection", a public service brochure of the American Academy of Otolaryngology - Head and Neck Surgery. The warning about the limits of hearing protection are echoed by Dr. Alice Suter (see Note 7), who says: "hearing protectors, as they are worn in the field, provide only a fraction of the attenuation that their 'noise reduction ratings' (NRRS) imply." Dr. Suter also quotes a federally-sponsored consensus conference: "It is extremely foolhardy to regard hearing protection as a preferred way to limit noise exposures..."
7. "Comments on Occupational Noise to the OSHA Standards Planning Committee" by Alice Suter, Ph.D., can also be found on the NPC web site (in the [NPC library](#)).
8. Right to Quiet Society for Soundscape Awareness and Protection, #359, 1985 Wallace Street, Vancouver BC Canada V6R 4H4. Telephone 604 222-0207. www.islandnet.com/~skookum/quiet/

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Air Pollution From Leaf Blowers

The California Air Resources Board (ARB) says air pollution costs our state billions of dollars annually in health care and crop and building damage. It irritates eyes and throats, harms lungs, and causes cancer and premature death (1), including sudden death from heart attacks. Ozone*, a gas, is Sacramento's worst air pollution problem (2), and we also have unhealthy levels of liquid and solid particulate matter (PM**) (3). Blowers, especially gasoline-powered, contribute to both of these. Emissions from the two-stroke combustion engine include PM as well as gaseous carbon monoxide, nitrogen oxides, and hydrocarbons (CO, NOx, and HC). Leaf blowers also raise (entrain) dust from the ground. And evaporative emissions of fuel occur during the

refueling process, which sometimes spills gas on the operators, and from the fuel tank. Comparisons that exclude some of these could understate the problem.

Fine PM2.5 particles, which are man-made and do not occur in nature, evade the body's defense systems. According to the EPA and ARB they can increase the number and severity of asthma attacks, cause or aggravate bronchitis or other lung disease, and reduce our ability to fight infections [\(4\)](#).

Leaf blower motors are inordinately large emitters of CO, NOx, HC, and PM according to a study conducted for the ARB [\(5\)](#). Two-stroke engine fuel is a gasoline-oil mixture, thus especially toxic. Particles from combustion are virtually all smaller than PM2.5. According to the Lung Association, a leaf blower causes as much smog as 17 cars.

Street dust includes lead, organic carbon, and elemental carbon according to a study conducted for the ARB. The Lung Association states "the lead levels are of concern due to [their] great acute toxicity... Elemental carbon...usually contains several adsorbed carcinogens." Another study found arsenic, cadmium, chromium, nickel, and mercury in street dust as well [\(6\)](#). The ARB states that a leaf blower creates 2.6 pounds of PM10 dust emissions per hour of use [\(7\)](#), and based on this a report from the Sacramento Metropolitan Air Quality Management District states that leaf blower dust is responsible for two percent of our PM [\(8\)](#). Blowers are widely used in residential areas where many people are exposed.

The EPA and ARB, in their brochure "Particulate Matter Air Pollution: A threat to our health" advise us, "Avoid using leaf blowers." The multi-agency Best Available Control Measure Working Group agrees.

In November 1997 the Los Angeles Times reported on studies by Kaiser and the California EPA showing a correlation between levels of air pollution and hospital admissions for cardiopulmonary problems [\(9\)](#). These reinforce conclusions reported in the August 1997 issue of Consumer Reports, which described the effect on preschool children as "especially startling." [\(10\)](#) Fifty thousand people in the city of Sacramento are particularly vulnerable to air pollution because of asthma or cardiopulmonary disease [\(11\)](#). Healthy adults and children who play or exercise vigorously are also at risk [\(1\)](#).

Sacramento must reduce its smog-forming emissions by 40 percent by the year 2005 in order to achieve healthier air [\(3\)](#), yet the Portable Power Equipment Manufacturers Association has asked its California members to lobby against stricter emission regulations developed by the ARB for 1999 [\(12\)](#).

- Ozone, three atoms of oxygen in one molecule, is formed by reaction of hydrocarbons (sometimes referred to as "volatile organic compounds," or VOCs) and NOx in sunlight. It is desirable in the upper atmosphere, but irritating to living tissue.
- *PM air pollution consists of particles small enough to remain suspended in the air for a significant period of time (hours to days) unless washed out by rain or otherwise removed. PM is often described by its particle size as PM 10 or PM2.5, a number that refers to maximum diameter in microns. (Thus, PM2.5 is a

subcategory of, and contained within, PM10.)

References:

1. "The California Air Resources Board", a brochure currently available at the ARB offices, 2020 L Street, Sacramento CA 95814.
2. "Spare The Air: Improving Air Quality In The Sacramento Region", published summer 1997 by the Sacramento Metropolitan Air Quality Management District, which says, "During the summer, we are among the worst areas in the nation for ozone air pollution" and advises us, "Don't use gasoline-powered lawn and utility equipment..."
3. California Air Resources Board: Status Report 1995-96.
4. "Particulate Matter Air Pollution: A threat to our health", Best Available Control Measure (BACM) Working Group, January 1997.
5. American Lung Association of Sacramento - Emigrant Trails, "Fact Sheet: Leaf Blower Air Pollution Impacts Study Results."
6. County of Fresno, Inter Office Memo, October 14, 1982.
7. July 9, 1991 letter from Terry McGuire, Chief, Technical Support Division, ARB, states, "We estimate that a single leaf blower reentrains about 5 pounds of particulate matter in an hour, about half of which is PM10."
8. Reported in the Sacramento Environmental Commission's "Leaf Blower Recommendations From the Subcommittee", October 27, 1997.
9. Los Angeles Times, November 21, 1997, "Alerts Urged at Lower Smog Levels".
10. Consumer Reports, August 1997, page 36, "Air Quality Special Report: Clearing the air". In this long, forcefully written, informative article, the magazine reports that, "Outdoor air--even air that meets present pollution standards--still can be hazardous to your health." The article explains that the scientific evidence is "remarkably consistent" and significant, in spite of assertions to the contrary by polluting industries. And it says that industry typically threatens ruinous cost increases if new regulations are imposed, "but when regulations have changed anyway, the predicted economic disasters haven't materialized."
11. Sacramento Bee, 1997 (exact date unknown), "Capital-area air labeled bad but legal". The article said 152,000 people in Sacramento County suffer from chronic obstructive lung disease, asthma, or ischemic heart disease. We assume the city's per capita rate matches the county's.
12. Sacramento Bee's California Life, January 17, 1998, "Garden equipment group steps on the gas".

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Leaf Blowers and Health: Letter to the California Air Resources Board

This letter discusses some of the health effects of leaf blowers, with information sources noted for further reference (sources listed elsewhere on our web site are not necessarily repeated here). Although certain facts can be and have been documented

by studies, a number of conclusions about the health effects of leaf blowers -- as they are used in actual practice today -- can be reached simply by using common sense and logic, and some of these conclusions are included in the following discussion.

General Comment on Level of Danger: In ordinary use, blowers are clearly not being operated according to the manufacturers' own warnings. According to warnings (such as Echo's "Power Blower Operators Manual"), everyone within 50 feet of a blower in use should be wearing hearing, eye, and breathing protection. We all know from our own observations that this is not done, and it is preposterous it ever could be, as blowers are often used within less than 50 feet of bystanders such as pedestrians, cyclists, and even people inside their own homes who can hardly be expected to put on hearing, eye, and breathing protection each time they encounter a leaf blower!

Noise - Effects on the General Public: In 1980, the World Health Organization and United Nations jointly sponsored a report, "Environmental Health Criteria 12. Noise," which contained "the collective views of an international group of experts." The report listed a variety of health effects, both on workers in noisy industries and for populations in noisy living environments. Based on the evidence reviewed and the opinions of these experts, the report recommended these community noise levels:

- "For good speech intelligibility, noise levels of less than 45 dB(A)..."
- "[To avoid] sleep disturbance...a bedroom noise limit of 35 dB(A)..."
- "General daytime noise levels of less than 55 dB(A)[to prevent] significant community annoyance..."
- "To meet sleep criteria... [an outdoor level of] 45 dB(A)"

In the absence of any report to the contrary, we should not have to reinvent the wheel by proving noise is bad. The only question thus remaining is: Do leaf blowers conform to the WHO report standard? The answer is obviously no.

Whether or not any particular leaf blower conforms to its advertised noise level as determined by standards promulgated by the American National Standards Institute is not relevant. The ANSI standards are measurement methodologies, and do not even purport to be limits on noise pollution. Further, demonstrations in California communities show that the standard does not represent actual experience. For example, in Palo Alto, 1998 and 1999 leaf blower demonstrations conducted by the police department revealed that in actual use blowers exceeded their decibel ratings as supplied by the manufacturers based on ANSI standards (April 27, 1998 City Manager's Report; May 12, 1999 Palo Alto Weekly). Consumer Reports has reached the same conclusion.

Manufacturers should not be allowed to divert discussion to the noise levels produced by their quietest models, when they continue to sell louder models in greater numbers.

Noise levels are only one of the factors that determine the nuisance value of a noise source. Another factor is the frequency of exposure. Leaf Blowers are ubiquitous in California. We report some sales figures in [A Brief History of the Leaf Blower](#) on this web site. In preparation for my testimony to the Sacramento Environmental

Commission in 1997, I kept a week long diary of leaf blower noise as I experienced it, mostly when I was in my home. (And, I must add, there is nothing more miserable than having one's home invaded by unwelcome noise.) I heard leaf blowers up to eight times a day, sometimes for extended periods.

The very fact that you are now engaged in preparing a report on the health effects of leaf blowers attests to their significance as a problem. The battle over leaf blowers reached the state legislature only after being fought for years in cities all over California and the nation. Judging by the number of citizen groups in the U.S. that have organized to ban leaf blowers, it seems entirely reasonable to place leaf blowers among the top ten sources of U.S. noise pollution (a list of "Known Pro-Quiet Anti-Noise Groups" recently compiled by David Staudacher, moderator of the Quiet-List, supports this assertion). There is a good reason that Echo's list of "Cities with noise activity" (my copy is dated August 8, 1997) is 21 pages long!

As Eric Zwerling, Director of the Rutgers Noise Technical Assistance Center, stated by telephone (May 6, 1999), "There is an ample body of literature on the health effects of noise." Studies documenting these effects can be found listed in the WHO report discussed above, and additional sources are listed below. Of course, all these effects, which can be predicted for bystanders to frequent leaf blower use would also occur for the operators:

- **Stress.** In 1978 the U.S. EPA, in "Noise: A Health Problem," wrote: "Noise causes stress and the body reacts with increased adrenaline, changes in the heart rate, and elevated blood pressure" and quoted Dr. Samuel Rosen of Mt. Sinai Hospital: "We now have millions with heart disease, high blood pressure, and emotional illness who need protection from the additional stress of noise. " The report goes on to state: "Noise does not have to be loud to bring on these responses. Noise below the levels usually associated with hearing damage can cause regular and predictable changes in the body..." Even the unborn can be affected. The EPA report says, "[T]he fetus is not fully protected from its mother's response to stress...this indirect fetal response may threaten fetal development if it occurs early in pregnancy...A Japanese study of over 1,000 births produced evidence of a high proportion of low-weight babies in noisy areas... stress causes constriction of the uterine blood vessels which supply nutrients and oxygen to the developing baby."
- **Cardiovascular problems.** According to the Los Angeles Times (3/27/99), "German environmental authorities have documented a greater risk of heart attacks among people exposed to excessive noise...Investigation of the lifestyles of German cardiac patients has shown about a 25 percent greater chance of heart attacks among those whose work or home environments were persistently exposed to noise above 65 decibels..." The web site of the European Academy of the Urban Environment says, "The effects of noise range from disruption of physical and psychological well-being to rapid increase in cardiovascular disease." The U.S. EPA has stated, "[A] growing body of evidence strongly suggests a link between exposure to noise and the development and aggravation of a number of heart disease problems...even a small increase in the percentage

of heart problems caused by noise could prove debilitating to many thousands of Americans."

- **Gastrointestinal distress.** According to the League for the Hard of Hearing, "Studies have linked noise exposure with increased gastric emptying (Kaus and Fell, 1984), with increased peristaltic esophageal contraction (Young, 1987), as well as increased anxiety. Another study found an increase in the use of antacids and hypnotics, sedatives and antihypertensives in a noisy community... (Knipschild, 1977)."
- **Depressed immunity.** The U.S. EPA reports: "From a study done with animals, researchers concluded that noise may be a risk factor in lowering people's resistance to disease and infection." A recent study conducted at the University of Utrecht in the Netherlands found that "[an] uncontrollable stressor that lasts 15 minutes can have consequences for health because it may interfere with cytokine interleukin-6 function, which plays an essential role in activating the immune defense... Uncontrollable stressors also produce high levels of cortisol, which suppresses immune system functioning."
- **Interrupted sleep.** It does not take a study to determine that many people must sleep during the same daytime hours that leaf blowers are used in every neighborhood. One need only consider the number of hospitals, police departments, and convenience stores along with a great many other entities and services that operate around the clock. Noise can awaken us from sleep, prevent us from falling asleep, and impair sleep even when it does not awaken us.

Sleep deprivation has a number of well-known consequences including automobile and industrial accidents and diminished mental and physical health. The L.A. Times reported (March 27, 1999) that when noise disrupts sleep, it produces stress hormones that accelerate aging and heart disease.

A 1993 article in the Journal of the American Medical Association (Vol. 269, No. 12) stated, "Inadequate or poor sleep can result in fatigue and impaired alertness and cognitive ability, reducing productivity on the job and increasing the opportunity for human error and fatigue-related accidents. On-the-job accidents and lost productivity carry' a staggering cost--about \$64 billion annually... Sleep loss and sleep disturbances also are thought to play a major role in causing automobile accidents. Drowsiness is blamed for some 200,000 to 400,000 automobile accidents annually. These accidents account for almost one half of all accident-related fatalities; as many as 13 percent of these deaths may be caused by falling asleep at the wheel."

- **Social discord.** The League for the Hard of Hearing cites studies that report increased aggression (Donnerstein and Wilson, 1976) and less helpful behavior (Mathews and Cannon, 1975) in noisy environments. Alice Suter, Ph.D., a nationally recognized noise consultant, was quoted in the Spring 1993 Issues in Science and Technology: "Even moderate noise levels can increase anxiety, decrease the incidence of helping behavior, and increase the rise of hostile

behavior in experimental subjects."

- Impaired communication. Noise disrupts social interaction and can be dangerous by masking warning noises. According to the U.S. EPA, "People who live in noisy places tend to adopt a lifestyle devoid of communication and social interaction.. For millions of Americans residing in noisy urban areas, the use of outdoor areas for relaxed conversation is virtually impossible."
- Impairment of children's hearing, health, learning, and behavior. The League for the Hard of Hearing cites studies of children and noise. The U.S. EPA reports that learning difficulties, particularly with language development and reading ability, are byproducts of noisy home and/or school environments
- Psychological, social, and emotional problems. The [UK] Electronic Telegraph (March 28, 1999) reports that "[one] American study showed that people living on noisy main roads had far fewer friends than those in quiet suburbs. People living near airports were eight times more likely to suffer mental problems." The U.S. EPA says, "Several industrial studies indicate that noise can heighten social conflicts both at work and at home... And studies of several industries show that prolonged noise exposure may lead to a larger number of psychological problems among workers."
- Particular difficulty for certain subgroups of our population, including the hearing-impaired and sufferers of hyperacusis and tinnitus.

Noise even at 65 dB interferes with the ability of the hard of hearing to recognize speech. This is an increasing problem for Americans who are losing hearing at younger ages and in greater numbers than ever before. For example, the Sacramento Bee reported (October 19, 1998) that a study of 6,928 men and women published in the American Journal of Public Health found that "the prevalence of hearing impairment nearly doubled between 1965 and 1994 in a population based in Alameda County." According to the U.S. EPA, "When exposed to a vent, loud noise, people with partial hearing loss may experience discomfort and pain." [Expanded quote below with source noted.]

Hyperacusis (also known as dysacusis, oxylacusis, hypersensitive hearing, or phonophobia) may include about one in every 100,000 people. It is a heightened sensitivity to sound which causes noise to be traumatic. As many as 40 percent of autistic children are similarly sensitive to sound. (Information obtained from the Internet.)

Noise - effects on the operators. A leaf blower that emits 75 decibels of noise measured from 50 feet, not uncommon for professional blower models on the market today will emit 99 dB at three feet (add 6 dB for each halving of the distance). A backpack model will be even closer than that to the operator's ears and heart. The documented effects of these noise levels include:

- Noise-induced hearing damage. Robert L. Blum, MD, wrote in 1998: "The National Institute of Occupational Safety and Health (NIOSH) has recognized for

decades that exposure to sounds over 85 dB causes hearing loss...A search of the National Library of Medicine's database for papers after 1990 ["Medline"] yielded 927 references [including]:

- "(Wu 98) surveyed 9,535 workers who were exposed to noise > 85 dB just in the past four years (with modern hearing protection programs). 34 percent of these workers had noise-induced hearing loss. 14 percent of the total had severe hearing loss.
- "(Maisarah 93) studied 524 industrial workers and compared them with non-noise exposed workers. Sensorineural hearing loss, was present in 83 percent of the noise-exposed workers versus 32 percent in the control group.. -Although hearing protection devices were provided to 80.5 percent of the workers, only 5.1 percent were wearing them regularly.
- "(Neuberger 92) studied 260,917 noise-exposed workers and showed a highly significant correlation of hearing loss with intensity and duration of noise exposure."

Alice Suter, Ph.D., wrote in 1994, "[I]t is well known that some more susceptible workers will incur hearing losses at levels below 85 dB(A)."

- **Vibration-induced hearing damage.** Dr. Blum says: "Vibration is significant because commercial blowers are worn on the back... Vibration is transmitted up the spinal column to the skull and temporal bones, which enclose the cochlea... [E]ar muffs do nothing to protect the operators from vibration transmitted by bone conduction... Vibration-induced hearing loss is also well-documented.. - Scores of epidemiological studies have shown hearing losses in farm workers, factory workers, subway operators, and [workers in] many other industrial settings. (See Medline under key words: vibration and noise-induced hearing loss.) Vibration-induced hearing loss is over and above that produced by noise."

It is worth noting here that hearing loss is deeply damaging to a person's life in many ways. It affects employability, impairs enjoyment of music and other entertainment, creates hazards by impairing the ability to recognize sounds of danger, and perhaps worst of all, creates social isolation. In its 1978 report "Noise: A Health Problem," the U.S. EPA stated, "People with partial deafness...do not necessarily live in a quieter world. The many sounds still audible to them are distorted...When exposed to a very loud noise, people with partial hearing loss may experience discomfort and pain...There is even the further pain hard-of-hearing person faces: the emotional anguish caused, perhaps unintentionally, by friends and associates who become less willing to be partners in conversation or companions in other activities. Indeed, the inability to converse normally makes it difficult for partially deaf people to participate in lectures, meetings, parties, and other public gatherings. For a person with hearing loss, listening to TV, radio, and the telephone--important activities of our lives--is difficult, if not impossible...As hearing diminishes, a severe sense of isolation can set in."/LI>

- **Stress.** (See the above section on stress in "Noise - effects on the general public.")

- Heart disease. Dr. Blum cites Tarter (1990), who showed "a significant correlation between hypertension and hearing loss in workers exposed to 85 dB noise. " At the very least, the same level of cardiovascular problems experienced by people in noisy environments as discussed above would be experienced by blower operators.
- Gastrointestinal problems. The U.S. EPA says, "In studies dating back to the 1930s, researchers noted that workers chronically exposed to noise developed marked digestive changes which were thought to lead to ulcers. Cases of ulcers in certain noisy industries have been found to be up to five times as numerous as what normally would be expected."
- Combined effects of noise and pollution on hearing. Research mentioned in the May 1998 issue of Noise & Vibration Worldwide says: "...[F]indings suggest that exposure to toluene [an ingredient in gasoline] has a toxic effect on the auditory system." Other information is available in the published proceedings of the Stockholm Fifth International Congress on Noise as a Public Health Problem in the section "Combined Agents" which includes "Interactions Between Noise and Air Pollution" and "Noise and Solvents."
- Generally poorer health. The U.S. EPA reports: "A five-year study of two manufacturing firms in the United States found that workers in noisy plant areas showed greater numbers of diagnosed medical problems, including respiratory ailments, than did workers in quieter areas of the plants." In 1994, Alice Suter wrote that "there is growing evidence that noise adversely affects general health, and the cardiovascular system in particular...which directly affects mortality" and refers to Ising and Kruppa, 1993; Peterson et al, 1978, 1981, and 1983; Rehm, 1983 ; and Zhao, et al, 1993.

Entrained dust (and other substances from the ground). Logically, we must assume that anything on the ground in small enough particles to become airborne will end up in the dust clouds created by leaf blowers and then inhaled by anyone in the area. This would include:

- Molds and pollens. These substances are known irritants to sufferers of asthma or allergies. According to the Asthma & Allergy Foundation of America, 1.8 million Californians, including half a million children, suffer from asthma and 600 of those die of it each year.
- Lead, arsenic, and mercury among other harmful substances (mentioned elsewhere on our website).
- Pesticides. Of the 18 most commonly used herbicides, seven are cancer causing, six cause birth defects, six have reproductive effects, eight are neurotoxic, nine are damaging to the kidney, and liver, and 14 are irritants according to Jay Feldman, Executive Director of the National Coalition Against the Misuse of Pesticides. In an August 27, 1998 article in the Boulder Weekly he cites the EPA and NIH as his sources for this information, and continues, "Even worse, we do not know what we should about the pesticides...EPA officials have stated clearly

that numerous tests are not performed as part of pesticide registration and should be...In addition, pesticides are not currently tested in mixtures with other chemicals for their additive, cumulative, or synergistic effects...The majority of pesticide formulations...are comprised of so-called 'inert' ingredients that are often more toxic than the parent compound and not disclosed on the product label."

Increasing the hazard to lawn care operators, the use of pesticides on home lawns is four times as heavy per acre as in agriculture (The Ecology of Eden, quoting Pollan, "Why Mow?"). And according to Olkowski, Daar, and Olkowski founders of the Bio Integral Resource Center (in their book, Common-Sense Pest Control), inhalation of pesticides is the most destructive form of ingestion.

- Animal feces. For an interesting discussion of this aspect of air pollution, see the L.A. Times article "Fouled Air a Major Pet Peeve for Mexico City."
- Viral disease. In 1995, local Long Island newspapers reported the death of a landscaper, Verod Hopson, from a hantavirus infection. After he died, 24 live rodents were collected from his home and workplaces, and 12 were found to have hantavirus antibodies. Humans contract hantavirus by breathing particles of infected rodent saliva, urine, or feces into their lungs. The virus is fatal about half the time, and there is no cure. Where hantavirus is present, health authorities are unanimous in advising that dust not be stirred up. Because noise can impair immunity as discussed above, it seems especially imprudent to stir up dust with a noisy instrument.

Engine emissions and other fuel-related problems. We recognize the ARB'S leadership role in the study and regulation of air pollution, and certainly don't think there is much we need to say about this aspect of leaf blower health issues. However, we do have a few comments for the sake of completeness.

Included with Echo's warning literature accompanying their gas-powered blowers is this message: "Warning! The engine exhaust from this product contains chemicals known to the State of California to cause cancer, birth defects or other reproductive harm."

According to the U.S. EPA (Environmental Protection Specialist Betsy McCabe, quoted in E Magazine, March-April 1997), small gasoline engines create up to 20 percent of the air pollution in cities, particularly NOx and particulates. Although leaf blower engine emissions will be reduced with implementation of the ARB'S Tier II emission standards, it should be noted that millions of blowers already in use do not meet these standards, and may continue in use for years.

In addition to the contribution to overall air pollution from engine emissions and fuel spillage and evaporation, it is reasonable to suggest that the hazards are substantially increased for the blower operators, who are exposed to greatly increased concentrations of these substances. And a further hazard for operators arises from gasoline spilled on their hands (or other body parts) when refueling.

Miscellaneous occasional health effects on the operators. According to the U.S. EPA, "Newspaper files and police records contain reports of incidents that point to noise as a trigger of extreme behavior...sanitation workers have been assaulted, construction foremen threatened, and motorboat operators shot at--all because of the noise they were producing." In a notorious incident, Santa Barbara anti-blower campaigner Ashleigh Brilliant once attacked a gardener and smashed his leaf blower. According to the magazine Lawn & Landscape Maintenance (April 1991), a Los Angeles maintenance contractor cleaning a sidewalk with a leaf blower was stabbed by a man trying to talk on a pay telephone nearby.

"Killer bees" (Africanized honey bees) are known to respond violently to loud noises, and in December 1998 Southern California newspapers reported a gardener stung over 75 times by these bees.

Effects on other living creatures. Any lover of animals can not help but be concerned about the distress and disruption caused pets and small wildlife in our neighborhoods by this unnaturally loud noise.

Economic issues.

- All the above harms have economic costs. The L.A. Times (3/27/99) reports, "Scientists from all 15 European Union countries who are drafting a common noise policy estimate that excessive racket costs governments as much as two percent of gross domestic product in lowered productivity, increased accidents and more-frequent illness." Two percent of the United States GDP is more than \$150 billion and any fraction of that is significant, to say the least.

Additionally, there are costs associated with cleaning blown dust and debris from cars, homes, and furnishings. There is also significant cost of damage to gardens and plants caused by blower-generated, hurricane-force winds. See particularly the information from Steven Dailey ([A Letter Opposing Leafblowers](#)) and Steve Zien ([Blowers Are Bad For Gardens: One Professional's Opinion](#)), both of whom are professionals in the landscaping industry. The Sacramento Bee carried a column by local garden expert Dan Pratt on June 12, 1999 entitled "Leaf blowers can neatly destroy the landscaping" that describes blower damage to plants and gardens.

- There is no evidence of increase in the cost of lawn care when blowers are banned. CQS has collected information about this issue. In our flier "Effect of Blower Bans on Gardeners' Jobs and Rates," we cite the experience of six California cities that have banned blowers with no ill effects.
- A Los Angeles contest between leaf blower and broom ([Grandmother Proves Rake and Broom as Fast as Leaf Blowers](#)) showed no significant difference in efficiency.
- Dick Roberts, organizer of Project Quiet Yards in Greenwich, Connecticut, told House & Garden in 1996, "We did a test on a half acre of grass clippings and found a rake was only ten minutes slower than a blower." That extra time would

equate to less than one minute for a typical-size yard in my neighborhood.

- If there is any improved efficiency, from blower use, that efficiency is bought at the expense of everyone within hearing distance, which is extremely unfair. Noise causes a reduction in the accuracy of work, particularly complex tasks. The U.S. EPA says noise "seems to hinder work efficiency...Noise is more likely to reduce the accuracy of work rather than the total quantity. And it takes a greater toll on complex compared to simpler tasks... Other studies have confirmed additional effects of noise exposure, including exhaustion, absentmindedness, mental strain, and absenteeism--all of which affect worker efficiency."

Alternatives. There are electric blowers on the market today that are dramatically quieter than the typical gas blower, notably, the Blowhard rated at 56 dB and produced by Manutech (800-676-BLOW or <http://www.manutech.com>). Other innovations have reached prototype stage; for example, the L.A. Times reported on January 8, 1998 that a Van Nuys auto mechanic named Gody Sanchez demonstrated his own invention, a whisper-quiet leaf blower, during the hunger strike conducted by the Association of Latin American Gardeners of Los Angeles outside the L.A. mayor's office.

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History of the Leaf Blower

19th century	Japanese gardeners invent hand-held bellows to remove leaves and twigs from moss-covered soil. (1)
About 1970	Japanese engineers modernize the hand-operated blower by attaching a hose and a powerful motor. (1)
1970s	Gas blowers introduced to U.S. (2,3)
1975	Carmel bans the blower.
1976	Beverly Hills bans blowers, saying they are nuisances. (4)
1985	75,000 backpack blowers sold. (1)
1986	West Hollywood, CA bans gas blowers.
1987	·464,000 units sold. (5) · Belvedere, CA bans gas-powered blowers.
1989	·About 800,000 machines sold ·millions now in use with California leading the nation. (1,5)
1990	· Indian Wells, CA bans leaf blowers. · Piedmont, CA bans gas-powered blowers. · City of Claremont stops using leaf blowers in the maintenance of city property and finds no net increase in labor hours. (6)
	·Ad Hoc Committee to Ban Leaf Blowers asks the Sacramento City Council

1991	<p>to ban leaf blowers; Council passes noise and time restrictions.</p> <ul style="list-style-type: none"> · Berkeley, CA City Council bans gas blowers. · Los Altos, CA bans gas blowers by popular vote. · Claremont, CA bans gas blowers.
1993	<ul style="list-style-type: none"> · Laguna Beach, CA bans all leaf blowers. · Mill Valley, CA bans gas blowers.
1997	<ul style="list-style-type: none"> · Sales now over a million annually and growing 6-8 percent per year. (4,7) · After an 11-year battle, Los Angeles bans gas-powered blowers within 500 feet of residences; ordinance remains controversial after passage and is twice revised. · Lawndale bans gas blowers. · Citizens' group in Santa Barbara qualifies ban for November ballot; voters approve ban 55 percent to 45 percent.
1998	<ul style="list-style-type: none"> · Citizens in Palo Alto, Portola Valley, Sacramento, and Sunnyvale work to ban blowers. · Menlo Park City Council bans blowers (8) · Los Angeles ban fully implemented February 13. · California State Senator Richard Polanco introduces <u>SB1651</u> that would prohibit California cities from banning leaf blowers. · Los Angeles Superior Court judge upholds city's ban.

Sources:

- (1) Sacramento Bee, 12/8/90
 - (2) Lawn & Landscape Maintenance, April 1991
 - (3) Horticulture, November 1992
 - (4) Newsday, 8/11/97
 - (5) Wall Street Journal, 12/4/90
 - (6) City of Claremont agenda report, 10/30/90
 - (7) Ketzler Levine, The Oregonian, ca. 1997
 - (8) Palo Alto Daily News, 3/10/98
- Various city ordinances

Grandmother Proves Rake and Broom as Fast as Leaf Blowers

(January 8, 1998 press release from Zero Air Pollution, Los Angeles)

In fighting the ban on gas powered leaf blowers gardeners have argued that it would take them twice as long to do jobs if they had to use rakes and brooms. But Diane Wolfberg, a Palisadian grandmother in her late 50s, proved them wrong in tests conducted by the Department of Water & Power Leafblower Task Force last Thursday.

In three tests involving gas powered leaf blowers and battery powered leaf blowers, Diane cleaned the areas using rakes or brooms faster than any of the battery powered blowers and almost as fast as the gas powered leaf blowers and she did a better job in cleaning up the areas.

The Task Force, formed at the direction of the Los Angeles City Council, is composed of two representatives from the gardeners' associations and one representative each from the landscape contractors association, the dealers, DWP, the Department of Parks and Recreation, General Services, the City Council, and the homeowners. It is evaluating electrical alternatives to the gas powered leaf blowers. When it was proposed that the electrical equipment be tested against gas powered leaf blowers which would be the baseline for comparison, the homeowner representative, Jack Allen, also of the Palisades, suggested that rakes and brooms be included in the comparison.

Wolfberg, who like Allen, is a member of [Zero Air Pollution \(ZAP\)](#), volunteered. In the first test, which required each participant to clean a pebbled cement patio area approximately 100 square feet in size with eight chairs placed on the patio, diminutive Wolfberg cleaned the area in two minutes and 30 seconds. The gas powered leaf blower operated by a large, well muscled gardener cleaned the area in two minutes but like all the leaf blowers, did not clean the area of small nuts or leaf stems, something Wolfberg was able to do.

In a second test involving the moving of paper cups and wadded paper down a 50 foot slope and back up again, she was as fast as the gas powered leaf blower and faster than the electric blowers. In the third test, requiring the cleaning of a heavy bed of pine needles and dirt down a thirty foot concrete ramp, she was the fastest and the cleanest. The leaf blowers all sent columns of damp dirt flying into the air as much as five or six feet.

Wolfberg's performance did not impress the gardeners but did impress others who had been convinced that using rakes and brooms was not feasible. The representative from DWP told Wolfberg that she had won him over.

City of Claremont Agenda Report

Prohibition of Leaf Blowers in City Owned and Maintained Property
(excerpt from report dated October 30, 1990)

Following Community Services Commission review in July of this year, staff decided to no longer use leaf blowers in the maintenance of city property. The city's leaf blower ban has added approximately one hour per day of work for each of the two tree crews. There are two people on each crew so we have added about 1/16 of a person in terms of work load. However, the grounds crews have been using a sidewalk vacuum in lieu of a leaf blower and have discovered they are actually saving an hour per day per crew. There are two crews with a total of six people so the city is saving almost 1/5 of a person in terms of workload.

Staff took a noise reading on a vacuum at 50 feet and it read 69 decibels. While this is significantly less than the 73-83 db readings on gas blowers, it is slightly more than the 65-68 db readings on electrical blowers. The vacuum noise is not nearly as annoying as the whining noise of a gas blower. The vacuum is successful in achieving a reduction in dust pollution.

Blowers Are Bad For Gardens: One Professional's Opinion

Note: The statements below are taken from Steve Zien's letter to local Assembly members opposing SB 14, the bill that would prohibit California cities from banning blowers. Zien owns and operates Living Resources Company, an organic landscape management service. In addition, he is Executive Director of Biological Urban Gardening Services (BUGS), an international membership organization of primarily professional landscapers. Zien can be reached at (916) 726-5377.

BUGS has opposed the use of leaf blowers for many years for a variety of reasons. There are many hidden costs when utilizing blowers regularly.

Wind speeds in excess of 180 mph are currently blasting landscapes throughout California. Leaves are ripped from branches, new growth and developing flowers are damaged and precious topsoil is blown away. Nurseries and Extension Agents are receiving more plant samples from gardeners indicating a tornado or hurricane devastated their landscape plants. In most instances the winds are unnatural in origin. Leaf blowers are producing wind speeds with greater force than a hurricane. They are having devastating effects.

Blower winds stress plants causing dehydration, burned leaves, and the suspension of photosynthesis and other natural plant functions. Overall growth is slowed. Natural openings in the leaves that allow for the exchange of oxygen and carbon dioxide are sealed shut. Disease spores laying dormant on the soil or fallen debris are blown back onto plants where a little moisture can renew their cycle of infestation and damage. The severity of damage corresponds to the training of leaf blower operators. Blowers effectively distribute disease spores, weed seeds and insect eggs throughout the landscape (as well as to neighboring landscapes). Blowers create a disposal problem for many landscape managers gathering up a tremendous amount of organic debris. Instead of utilizing it appropriately on site it is generally hauled away for disposal. Most landscapers currently do not have a composting program to utilize this material. Most of this organic material ends up in sanitary landfill sites which are being rapidly filled to capacity. Many communities are passing regulations limiting the disposal of landscape wastes in landfills.

A common practice by professional landscapers is to simply blow plant debris off the property and into the street. Vehicular traffic then blows this material on neighboring landscapes or back onto the freshly blown site. Material is rarely moved into a pile where it can be collected and taken to a compost pile for proper recycling.

Another hidden cost of leaf blowers is that they deprive flowers, shrubs, and trees of life-giving mulch. Without this natural blanket, erosion, water evaporation and the spread of disease all become problems. Mulch, when not blown away, creates a favorable growing environment for plants and beneficial organisms both above and below ground while adding nutrients to the plants root zone. When mulch is removed to the compost and renewed annually many soil borne diseases are kept to a minimum.

Blowers use nonrenewable fossil fuels while creating air pollution. This is a serious problem in the Sacramento area.

Perhaps the major complaint most professional landscapers receive about the use of blowers is noise pollution. This is a serious problem that has resulted in local ordinances regulating the use of power blowers. Clients, their neighbors and the operator are all impacted by the howl.

This paints a bleak picture for the power blower. It is perhaps the most over and inappropriately used landscape tool. Autumn's tremendous amounts of organic debris that requires collection might be considered appropriate use of this tool. However, the weekly routine of blowing abuses the soil and damages landscape plants while the noise generated creates ill will from neighbors and clients alike. Leaf rakes deserve a renewed interest in the maintenance of landscapes.

The landscape maintenance industry should join BUGS and take a positive approach to blower bans. Old fashioned leaf raking can be a renewed service that their business could provide. It could be used as a selling point--no noise and environmentally sound tool. Approach it right and they could charge the client an appropriate fee for this service, especially if blowers are banned. This could even become a major selling point for some companies. It could lead to business growth and the hiring of more personnel to meet the demand. Environmentally sound landscapers should be able to turn this kind of legislation into a positive for their businesses, making it work to their benefit.

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Citizens for a Quieter Sacramento:

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