

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**NOVEMBER 23, 2015, 7:00 P.M.**

---

1. Approval of the minutes of the November 9, 2015 regular meeting of the City Council.
2. Consideration: Resolution awarding the bid for the purchase of a fire pumper.
3. Consideration: Resolution authorizing the execution/ renewal of an agreement between the City and Merkos L' Inyonie Chinuch of Alabama (Chabad of Alabama) located on Overton Road for the use by the City of its parking lot
4. Consideration: Resolution reaffirming the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program.
5. Consideration: Resolution amending section IV. "Safety and Health", subsection C. "Used of City Equipment and Vehicles of the *Employee Handbook* with respect to 1) the requirement of the use of seat belts and 2) prohibiting the use of non-job essential electronic devices while driving City vehicles.
6. Consideration: Resolution amending the annexation criteria.
7. Consideration: Resolution amending the "City of Mountain Brook Accounting Policies and Procedures Manual" by adding a new section titled "Municipal Court".
8. Consideration: Resolution authorizing the execution of a 2-year support agreement between the City and Ricoh with respect to the electronic document management software system (Resolution No. 2013-140).
9. Consideration: Resolution authorizing the establishment of three commercial credit cards for use by the Emmet O'Neal Library.
10. Consideration: Resolution authorizing the execution of an agreement with ClasTran with respect to public transportation services for seniors and those with disabilities.
11. Consideration: Resolution appointing a member to the Finance Committee (replaces John A. Lyon, Jr.)
12. Consideration: Resolution approving a Public Assembly permit for 3620 Ridgeview Drive for an open house to benefit Open Hands Overflowing Hearts from December 19th-January 10th.
13. Consideration: Ordinance amending the fiscal 2016 budget with respect to appropriations for selected service agreements.
14. Announcement: The next regular meeting of the City Council is December 14, 2015, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
15. Comments from residents.
16. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
NOVEMBER 9, 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 6:00 p.m. on Monday, the 9th day of November, 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  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** Jack D. Carl

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

**1. AGENDA**

1. Proposals from Sain Associates to improve the South Brookwood Road sidewalks and guardrails—Alicia Bailey of Sain Associates (Appendix 1). (Before deciding on any improvements, the Council wants to: 1) present drawings to school officials to solicit their input and 2) wants to survey Brookwood Forest Elementary parents to determine how many additional children may walk to and from school if improvements to the sidewalks are implemented. It is currently estimated that 26–44 children may be walking to and from school along this sidewalk currently.)
2. Early retirement window for eligible employees—Steven Boone. (Resolution No. 2015-163 was added to the formal meeting agenda.)
3. Request by ClasTran for \$200 funding from the City in fiscal year 2016—Samantha St. John of ClasTran. (A service agreement shall be presented for Council consideration on November 23, 2015.)
4. Parking pad encroachment request for 98 Country Club Boulevard located on Montevallo Road—Dana Hazen. (Resolution No. 2015-169 was added to the formal meeting agenda.)
5. Birmingham Blueprint project funding—Rick Davis, Senior Vice-President, Birmingham Business Alliance (Appendix 2). (Currently, about 68% of local support is used for personnel costs. The members of the City Council will consider the Birmingham Business Alliance's request for the fifth annual installment of \$5,000 at a later date.)
6. Introduction of Trenton Wright who was appointed to the Parks and Recreation Board on October 26, 2015.
7. Review and discussion of the 7 p.m. formal meeting agenda topics. (The update of the resident survey by ETC Institute was removed from the formal meeting agenda. The members of the City Council expressed their desire to consider updating the survey every three years instead of two years.)

**2. ADJOURNMENT**

There being no further matters for discussion, the Council President adjourned the meeting.

**3. CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 9, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.

---

City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
NOVEMBER 9, 2015**

---

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 9th day of November 9, 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  
Lloyd C. Shelton  
Alice B. Womack  
Lawrence T. Oden, Mayor

**Absent:** Jack D. Carl

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

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

**1. CONSENT AGENDA**

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

Approval of the minutes of the October 26, 2015 regular meeting of the City Council.

Approval of the minutes of the November 2, 2015 special meeting of the City Council.

<b>2015-149</b>	Ratify internal fund transfers as of and for the year ended September 30, 2015 (Park Board to General Operations and General Operations to Emergency Reserves)	Exhibit 1, Appendix 1
<b>2015-150</b>	Authorize the street light upgrades (3) on Brook Manor Drive  Authorize the execution of the following service agreements:	Exhibit 2, Appendix 2
<b>2015-151</b>	Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 3, Appendix 3
<b>2015-152</b>	Exceptional Foundation	Exhibit 4, Appendix 4
<b>2015-153</b>	Jefferson County Historical Commission	Exhibit 5, Appendix 5
<b>2015-154</b>	Alabama Veterans' Memorial Foundation	Exhibit 6, Appendix 6
<b>2015-155</b>	Birmingham Museum of Art	Exhibit 7, Appendix 7
<b>2015-156</b>	Alabama Symphonic Association	Exhibit 8, Appendix 8
<b>2015-157</b>	Birmingham Botanical Society	Exhibit 9, Appendix 9
<b>2015-158</b>	Birmingham Children's Theatre	Exhibit 10, Appendix 10

<b>2015-159</b>	Birmingham Zoo	Exhibit 11, Appendix 11
<b>2015-160</b>	Prescott House	Exhibit 12, Appendix 12
<b>2015-161</b>	McWane Science Center	Exhibit 13, Appendix 13
<b>2015-168</b>	Alabama Ballet	Exhibit 14, Appendix 14
<b>2015-163</b>	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between January 1, 2016 and August 1, 2016	Exhibit 15, Appendix 15
	Resolutions regarding the [roundabout] improvements to be constructed at the intersection of Cahaba Road/U. S. Highway 280/Culver Road/Lane Park Road:	
<b>2015-164</b>	Agreement for Cost Sharing between the City and City of Birmingham with respect to the Roundabout Improvements, ALDOT Project CMAQ-3715( )	Exhibit 16, Appendix 16
<b>2015-165</b>	Agreement between the City and ALDOT for Preliminary Engineering (Project CMAQ-3715( ), Project Reference Number 100064199	Appendix 17
<b>2015-166</b>	Agreement between the City and ALDOT for Right-of-Way Acquisition (Project CMAQ-3715( ), Project Reference Number 100064200	Appendix 18
<b>2015-167</b>	Agreement between the City and ALDOT for Utility and Construction (Project CMAQ-3715( ), Project Reference Numbers 100064201 and 100064202	Appendix 19
<b>2015-169</b>	Authorize the execution of an encroachment agreement between the City and Property Owner Troy Rhone of 98 Country Club Boulevard, Mountain Brook, AL 35213	Exhibit 17, Appendix 20

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

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

Nays: None

Council President Smith thereupon declared that said Council minutes and resolution (Nos. 2015-149 through 2015-161 and Nos. 2015-163 through 2015-169) are adopted by a vote of 4—0 and as evidence thereof she signed the same.

**2. CONSIDERATION: RESOLUTION (NO. 2015-162) AUTHORIZING THE INSTALLATION OF A STREET LIGHT ON MOUNT ROYAL CIRCLE (BETWEEN HOUSES 2720 AND 2724) (EXHIBIT 18, APPENDIX 21)**

The resolution was introduced in writing by Council President Smith who then invited questions and comments from the audience.

Mr. Rusty Hyde of 2728 Mt. Royal Circle:

- Designs and sells commercial lighting
- Requests that the City Council consider 100 watt, 5000 lumen LED fixtures that he understands will be available through Alabama Power in January 2016

There being no further comments or discussion, Council President Smith called for a motion. After said resolution had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said resolution to install a 100 watt, 5000 lumen LED street light on an existing pole located between the houses located at 2720 and 2724 Mt. Royal Circle once said LED bulbs become available. The motion was seconded by Council member Shelton. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said resolution (No. 2015-162) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**3. CONSIDERATION: ORDINANCE (NO. 1943) AMENDING THE EDUCATIONAL INCENTIVE POLICY OF THE CITY WITH RESPECT TO THE DIRECTOR OF PLANNING, BUILDING AND SUSTAINABILITY (EXHIBIT 19, APPENDIX 22)**

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Shelton and was carried, as follows:

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

Nays: None

The Council President Smith declared the motion carried by a vote of 4—0.

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

Ayes: Virginia C. Smith, Council President  
William S. Pritchard, III, Council President Pro Tempore

Lloyd C. Shelton  
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1943) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

#### 4. 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, November 23, 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](http://www.mtnbrook.org)) for more information.

#### 5. EXECUTIVE SESSION AND ADJOURNMENT

There being no further business to come before the City Council, it was moved by Council President Smith that the City Council convene in executive session to discuss a matter involving good name and character of an individual, another involving a real estate negotiation, and another involving economic development. The motion was seconded by Council President Pro Tempore Pritchard. The City Attorney certified that the subjects of said executive session are covered under 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  
Lloyd C. Shelton  
Alice B. Womack

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 adjourn upon conclusion of the executive session.

#### 6. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A 108) on November 9, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

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

**RESOLUTION NO. 2015-170**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the purchase of a fire pumper in the amount of \$473,203 to Bonaventure Company, Inc., being the lowest qualifying bidder; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute a contract between the City and the successful bidder, in conjunction with said purchase.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized to issue advance payment in the amount of \$473,203 in consideration of a discount in the amount of \$17,054 (included in the aforementioned bid award amount).

**ADOPTED:** The 23rd day of November, 2015.

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

**APPROVED:** The 23rd day of November, 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 November 23, 2015, as same appears in the minutes of record of said meeting.

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



# CITY OF MOUNTAIN BROOK FIRE DEPARTMENT

102 Tibbett Street, Mountain Brook, Alabama – 35213 Phone: (205) 802-3838, Fax: (205) 879-5919



## INTEROFFICE MEMORANDUM

TO: Sam Gaston, City Manager  
FROM: Robert Ezekiel, Fire Chief   
DATE: November 16, 2015  
SUBJECT: Pumper Bid Recommendation

As you know we previously took bids on the replacement pumper for fire station two. The bids were rejected because the lowest bidder was \$21,000 dollars above our budgeted amount of \$470,000 and we were not able under the law to take advantage of pre-payment options since we had not listed those as alternate options under our bid package.

The pumper was rebid with the alternate options made available and the bid opening was held last week (see attached bid tabulation sheet). I asked the specification committee to review the bids for conformity to specifications and there recommendation is on the attached memo from Battalion Chief Cole.

The rebid process did produce our desired results. We were able to solicit a bid that is within \$3,200 of our budget. I concur with the committee and recommend that the bid be released to Bonaventure Company Inc. for the bid of \$473,203 (100% prepayment option with performance bond).

I respectfully request that this item be added to the next City Council meeting agenda for consideration and hopefully affirmation. As always, I will be available should there be additional questions or concerns.



To: Robert Ezekiel, Fire Chief  
From: Stacey Cole, Battalion Chief *SCC*  
Date: November 13, 2015  
Subject: Engine Two's Bid Results

After looking over the bid proposals for Engine #2's pumper and talking with the Committee members, Battalion Chief Kennedy and I have listed the results accordingly below. We have also attached the Pumper Bid Tabulation Sheet. Let me know if you have any questions.

1. Ferrara Fire Apparatus had the lowest bid at \$457,545. Upon reviewing their proposal though, we found that they took out \$36,230 worth of equipment and options that were in our specs and that make it a "Custom Pumper". The other vendors, for the most part, gave bids with all of this equipment as spec'd. When the value of this equipment is added back in Ferrara's bid comes in at \$493,775 (which is second highest). So the Committee has rejected Ferrara's bid

2. Tuscaloosa Fire Equipment Inc. (HME) had the second lowest bid at \$472,428. Upon reviewing Tuscaloosa Fire Equipment Inc.'s proposal, we found that they have major exceptions that we can not accept. (A) The wheelbase is 186" instead of 177" as spec'd. (B) The compartments are a good bit less in height, width, and depth which would hamper our ability to fit all of our equipment into them. (C) The A/C system is 27,550 less BTUs and less vents to distribute the air. (D) The interior cab material is ABS type and not "Extreme Duty" type which was spec'd. (E) Ten inches less in length in the rear cab area. (F) A four battery system instead of 6 battery system as spec'd. So the Committee has rejected Tuscaloosa Fire Equipment Inc.'s proposal.

3. Bonaventure Company Inc. (Rosenbauer) had the third lowest bid at \$489,482. Upon reviewing Bonaventure Company Inc.'s proposal, we found that there were no exceptions listed. Chief Kennedy spoke with a representative on the phone who confirmed a "Custom Pumper" built to our specs. As you look at the Bid Tabulation Sheet that is attached, you will find that Bonaventure Company Inc.'s has the lowest bid for each "pre-pay" option of the vendors remaining after rejecting the Ferrara and Tuscaloosa Fire bids.

In conclusion, the Pumper Spec Committee recommends awarding the bid to Bonaventure Company Inc. "Rosenbauer".

## PUMPER BID TABULATION SHEET

### November 5, 2015

The Pumper bids which were posted on October 6, 2015 were opened on November 5, 2015 at 2:00 pm. In attendance for the City of Mountain Brook were Sam Gaston (City Manager), Chief Robert Ezekiel (Fire Chief), a Battalion Chief David Kennedy (Safety and Training Officer). We received bids from five companies, two "No Bid" letters, and two vendors with "No Bids" due to inaction. The information is listed below.

	BID	Chassis PrePay	50%	75%	100%
1. Bay Fire (Spartan ER)	489,858	488,950	485,966	483,631	482,074
2. Williams Fire Apparatus (Sutphen)	NO BID				
3. NAFECO (KME)	516,678	506,123	507,206	502,470	497,734
4. Gulf States Apparatus Sales (Toyne)	NO BID				
5. Tuscaloosa Fire Equip., Inc. (HME)	472,428	469,074	469,074	469,994	468,317
6. Sunbelt Fire (E-One)	NO BID				
7. Ferrara Fire Apparatus (Ferrara)	457,545	452,970	453,645	453,651	451,589
8. Emergency Equip. Professionals (Pierce)	NO BID				
9. Bonaventure Company Inc. (Rosenbauer)	489,482	480,307	478,903	475,903	473,203

**RESOLUTION NO. 2015-171**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute an extension of a lease agreement with Merkos L'Inyonie Chinuch of Alabama (Chaba'd of Alabama) granting the City use of Chaba'd of Alabama's parking lot on Overton Road, in the form attached hereto as Exhibit A, with such minor changes thereto as may be approved by the Mayor or City Manager, whose approval of such changes shall be conclusively evidenced by either of their execution of such agreement.

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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, Alabama, at its meeting held on November 23, 2015, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Steven Boone, City Clerk

2015-171



Steve Boone &lt;boones@mtnbrook.org&gt;

---

**Re:**

1 message

---

**Sam Gaston** <gastons@mtnbrook.org>

Fri, Nov 13, 2015 at 3:30 PM

To: "Brickman, Steven" &lt;sbrickman@sirote.com&gt;

Cc: "cyposner@gmail.com" &lt;cyposner@gmail.com&gt;, Steve Boone &lt;boones@mtnbrook.org&gt;

Thank you. We will place on the November 23rd agenda

Sent from my iPhone  
Sam Gaston

On Nov 13, 2015, at 3:51 PM, Brickman, Steven <sbrickman@sirote.com> wrote:

I have the ok from Chabad to approve the extension on the same terms- thank you

**Steven A. Brickman**  
Attorney at Law



Sirote & Permutt, PC  
2311 Highland Avenue South | Birmingham, AL 35205  
T: 205-930-5171 | C: 205-915-2823 | F: 205-212-3803  
sbrickman@sirote.com | www.sirote.com

Alabama | Florida

[bio](#) | [vCard](#) | [confidentiality notice](#)

The information contained in this e-mail and any attachments to it may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it. Thank you.

**EXTENSION OF LEASE AGREEMENT**

This is an Extension of the Lease Agreement (“Extension”) originally executed by and between the **CITY OF MOUNTAIN BROOK, ALABAMA** (the “City”) and the **MERKOS L’INYONIE CHINUCH OF ALABAMA** (“Chaba’d of Alabama” or “Chaba’d”) granting, under the terms of the original lease (“Lease”), the City the right to use Chaba’d’s parking lot on Overton Road. The Lease was originally executed by the parties on August 11, 2003 and was renewed as provided for in the Lease. The current term is scheduled to terminate on December 31, 2015. By and through this Extension, the parties agree to extend the terms and conditions of the Lease for an additional period of three successive terms of one year each, to commence on January 1, 2016.

This Extension is granted on the condition that the parties shall comply with all terms and conditions of the original Lease, which remain in full force and effect, and are not modified, altered, or amended in any manner by this Extension except for the term.

This Extension, in conjunction with the original Lease and all amendments thereto, sets forth the entire agreement between the parties. The Lease, as extended and supplemented, shall not be altered or modified except by a written memorandum signed by the parties.

DATED this \_\_\_\_ day of November, 2015.

**CHABA’D OF ALABAMA**

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

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

**THE CITY OF MOUNTAIN BROOK**

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

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

LEASE AGREEMENT

THIS LEASE AGREEMENT made by and between the CITY OF MOUNTAIN BROOK, ALABAMA ("the City") and the MURKOS L'INYONIS CHINUCH OF ALABAMA ("Chaba'd of Alabama" or "Chaba'd");

WHEREAS, the City owns and operates a public park facility known as Overton Park ("the park"); and

WHEREAS, Chaba'd owns and operates a religious education and worship facility on a tract of property that lies adjacent to the park; and

WHEREAS, park patrons have used Chaba'd's parking facilities instead of or in addition to public parking facilities that are provided for park patrons; and

WHEREAS, the City finds that public use of the park has increased to the point that additional or overflow parking is required in order to meet public demand and that, by reason of their proximity to the park, the parking facilities that are in place at the Chaba'd could enable the City to meet that demand; and

WHEREAS, the Chaba'd desires to make designated parking areas within its property available to the City for the purposes described above as a gesture of public service and community service, on terms and conditions that do not unfairly or unreasonably burden its facilities;

PREMISES CONSIDERED, and in consideration of the following promises and stipulations, the City and Chaba'd agree as follows:

1. All existing parking spaces or zones lying within the area described or shown on Exhibit "A" hereto as "Leased Property" shall be made available for parking for the use and convenience of park patrons during normal park operating hours, subject to the following terms, conditions, and limitations:

a. Parking shall be restricted to areas designated for public parking and shall be limited to park patrons.

b. The City may reasonably restripe, reconfigure, redesignate, or otherwise modify existing parking spaces in order to promote their safe and efficient use; provided, however, that the City shall not undertake such work without the prior consent of Chaba'd and shall remove and/or restore any striping or other modifications upon termination of the lease if requested by Chaba'd.

c. The City may install appropriate parking barriers, blocks, and signage for the purpose of restricting permitted parking to areas that are paved and designated for such purposes; provided, however, that the City shall not undertake such work without the prior consent of Chaba'd and shall remove and/or restore any striping or other modifications upon termination of the lease if requested by Chaba'd.

d. The City shall erect appropriate signage advising park patrons that public use of Chaba'd's facility (except for parking in authorized areas) is not permitted.

e. The City shall assume routine groundskeeping responsibilities (e.g., grass cutting and litter control) in the leased area.

f. The City agrees to undertake reasonable measures to modify surface water or drainage flowing from Overton Park so as to minimize accumulation of standing water ("ponding") on Chaba'd's property, and further agrees to fill or restore any identifiable ponding sites on the Chaba'd property that during the term of the lease have been or are created by surface drainage from Overton Park. No such work shall be undertaken without prior consultation with and approval from Chaba'd.

g. The City shall ensure that the leased property is covered by its liability insurance to the same extent as any other city property and shall add Chaba'd as a named insured if requested by Chaba'd. The City shall further defend, indemnify, and hold Chaba'd harmless from and against any claims, demands, suits, actions, costs, expenses, or liabilities arising out of or in relation to the use of the leased premises for the purposes hereinabove specified.

h. In order to promote the purposes of this agreement, the City shall be authorized to adopt ordinances or regulations consistent therewith and to enforce same in or on the leased property by all lawful and appropriate means and methods.

i. Nothing herein shall be construed to prohibit use of the leased premises by patrons and others having business with Chaba'd.

2. Chaba'd reserves the right to exclusive and/or priority use of the leased property on religious holidays or on special occasions. Chaba'd shall, at least forty-eight (48) hours prior to such events, provide notice to the City's park superintendent of its intention to do so. During the event, Chaba'd shall be authorized to regulate access to and use of the leased property according to its needs, and the City shall provide cooperation with Chaba'd in enforcing its rights hereunder. During and following said events, Chaba'd shall assume responsibility for use of the leased property, enforcement of parking restrictions, if any, litter control and cleanup occasioned by the event, and repair of any fixtures or property damaged by use of the property.

3. The City shall include paved parking and driveway areas on its regular schedule for repaving and related maintenance, but may undertake repairs at any time in the interest of safety, convenience, or economy.

J:\City Records\Minutes\Council\2003\m2003-08-11.wpd

4. The City shall not permit the leased property to be used for purposes other than those specified herein without notice to and written authorization from Chaba'd.

5. The initial term of this lease shall be from August 12, 2003, to December 31, 2003. If prior to December 31, 2003, neither party has provided written notice of intent not to renew or extend the contract to the nonterminating party, the lease shall be deemed renewed for three successive terms of one year each on the same terms and conditions as are set forth herein. The foregoing notwithstanding, this agreement shall be terminable for cause upon sixty (60) days' written notice by the terminating party, provided that the nonterminating party shall have not less than forty-five (45) days to cure or correct the default. The agreement may be terminated with or without cause by either party on six (6) months' notice to the nonterminating party.

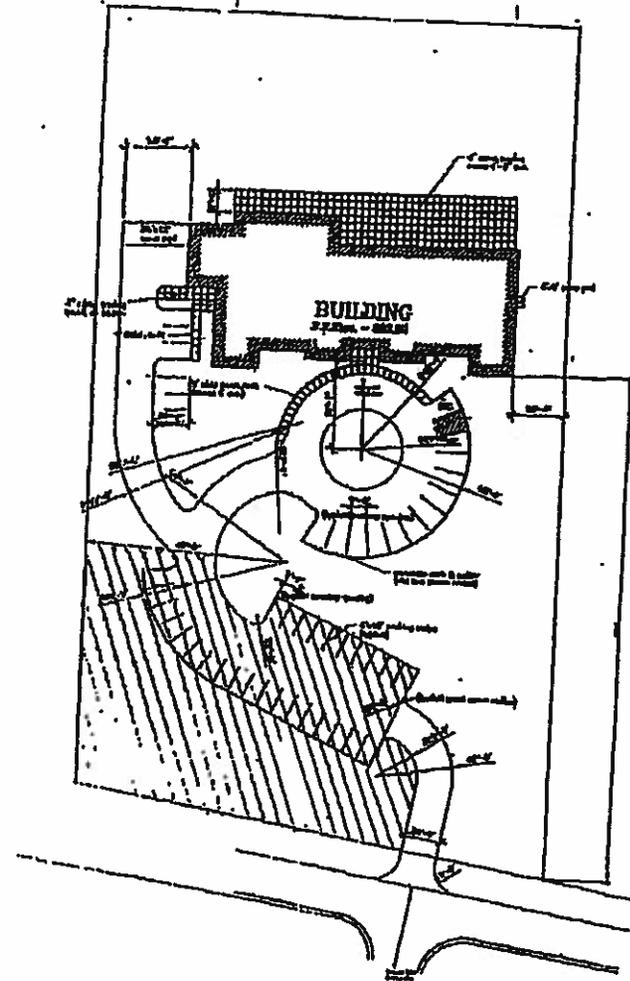
DATED this 11th day of August, 2003.

CHABA'D OF ALABAMA

By: Dosy Jones  
Its: Robb

THE CITY OF MOUNTAIN BROOK

By: Richard Allen  
Its: Mayor



PAVING LAYOUT  
1" = 10'-0"

APPENDIX 4

August 11, 2003



**RESOLUTION NO. 2015-172**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby reaffirms the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program (Exhibit A attached hereto).

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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 November 23, 2015, as same appears in the minutes of record of said meeting.

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



## MUNICIPAL WORKERS COMPENSATION FUND, INC.

P.O. Box 1270 • 535 ADAMS AVENUE • MONTGOMERY, AL 36102  
334-262-2566 • FAX 334-263-0200  
CLAIMS 1-888-736-0210

**PHIL SFRAMES**  
Mayor, Guntersville  
President

**BILLY BLACKWELL**  
Mayor, Ozark  
Vice President

**TOM HENDERSON**  
Mayor, Center Point  
Secretary/Treasurer

**LEON SMITH**  
Mayor, Oxford  
Director

**SADIE BRITT**  
Councilmember, Lincoln  
Director

**KEN SMITH**  
General Manager

**STEVE MARTIN**  
Operations Manager

**RICHARD BUTTSILAW**  
Assistant Operations Manager

**DATE:** November 1, 2015

**TO:** All Members of MWCF, Inc.

**FROM:** Ken Smith  
MWCF General Manager

**SUBJECT:** Premium Discounts for the 2016 Fund Year

The Board of Directors of the Municipal Workers Compensation Fund, Inc. (MWCF) met on October 21st and approved premium discounts for those members that commit to certain safety guidelines, establish a medical protocol and adopt a drug and alcohol testing program that is 4th amendment compliant. A three (3) percent discount will be given for each program. Members that adopt all three programs will receive a ten (10) percent discount instead of nine (9) percent. For this past year, 55% of MWCF members took advantage of this 10% discount! For those members who have already adopted a medical protocol and/or a drug and alcohol testing program in prior years no action needs to be taken to receive the discounts for these programs. However, **all members must complete the 2016 Safe Workplace Guidelines and return by December 1, 2015** to have that discount included on the initial 2016-2017 Estimated Billing being mailed in December. We encourage each member to review the enclosed document(s) carefully. Please make a copy for your file and then completed forms should be returned to MWCF at the above address or faxed to 334-263-0200. **No discount will be issued after February 1, 2016 for Safe Workplace Guidelines received after that date.**

If your municipality or municipal entity does not presently participate in the Drug and Alcohol testing program or have a Medical Protocol on file, that information has also been enclosed for your review.

For more details, see the article in the Fall 2015 issue of *Risk Management Solutions* mailed to you last month or download at [www.almwcf.org](http://www.almwcf.org).



## MUNICIPAL WORKERS COMPENSATION FUND

### 2016 SAFE WORKPLACE GUIDELINES

Name of Municipality or Agency: City of Mountain Brook, Alabama

Name of Safety Coordinator: Battalion Chief David Kennedy Email Address: kennedyd@mtnbrook.org

Safety Coordinator Phone Number: (205) 802-3833 Fax Number: (205) 874-0653

The undersigned hereby confirms to the Municipal Workers Compensation Fund, Inc., our intent to implement the following safety standards relevant to our municipal entity:

#### GENERAL SAFETY GUIDELINES

1. Adopt and implement a written safety manual or a statement of safety standards.
2. Establish a Safety Committee to recommend new safety policies, review and update existing safety policies, review accidents and establish methods to help prevent accidents, injuries and damages to equipment.
3. Have quality safety meetings for all employees once a month. At least one of these meetings each year should be a training session on proper lifting techniques and back wellness. Consider integrating health & wellness topics such as smoking, diabetes, management of stress and weight into these meetings. Document attendance, date, time and issues covered. Quality safety training can be provided utilizing tools such as the MWCF video library and/or LocalGovU online training center. These and other excellent free resources can be found at [www.losscontrol.org](http://www.losscontrol.org).
4. Have the designated Safety Coordinator or City Clerk review loss run reports that are mailed to each member quarterly. During this review, reports should be analyzed to make sure the records are correct. The Safety Coordinator or City Clerk should present a summary of the quarterly report to the Mayor or other Chief Executive Officer and all department heads.
5. Investigate all job related injuries regardless of the severity, determine the cause, maintain investigation records, and report all job related injuries immediately by completing a First Report of Injury Form at [www.almwcf.org](http://www.almwcf.org). Confer with any employee who has filed two or more claims in a 12 month period as to how their job can be made safer.
6. Provide a safety orientation for all new employees on how to do job tasks safely and document that this has been done.
7. Designate a doctor or medical group to be used by employees for non-emergency job-related injuries. It is highly recommended that a supervisor or manager accompany injured employees to the medical facility on the initial visit. In life threatening emergencies, employee should be taken to the nearest medical facility.

Our designated doctor or medical group is: AlaComp (Dr. Romeo)  
(Must be completed)

8. Recognize those employees with accident-free work records.

**BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2016 TO BE ELIGIBLE FOR PREMIUM DISCOUNT**

## TRAINING AND PROCEDURES

9. Issue safety equipment where necessary, and provide proper tools for a job to employees to help prevent accidents and require the use of such safety equipment through a written policy.
10. Adopt a written infectious disease policy and consider providing hepatitis B shots for all police, fire, emergency medical technician, sanitation personnel, or any employee who has a high possibility of exposure.
11. Consider providing CPR/AED and first aid training to employees.
12. Emphasize the significance of good maintenance and housekeeping of equipment, work areas, building and grounds. Documented inspections of all equipment, work areas, building and grounds for safety hazards, including electrical, fire and life safety hazards should be done at least quarterly. Any problems discovered should be corrected immediately and documented.
13. Evaluate all excavations to insure proper trenching and shoring procedures are in place and provide employee training on the proper use of excavating equipment.
14. All part-time, seasonal and temporary employees should comply with the same safety standards and policies as permanent employees.
15. As violence in the workplace is increasing annually, consider implementing a Workplace Violence policy.

## MOTOR VEHICLES

16. Establish a written policy instructing operators of motor vehicles to be observant of any malfunction and seek immediate repair when such malfunction is apparent. A record of any action taken should be maintained.
17. Evaluate traffic safety programs using the DOT guidelines when working near roadways and insure conformance with safety guidelines. These guidelines are available in the *Manual on Uniform Traffic Control Devices for Streets and Highways* and is available free of charge on our loss control website [www.losscontrol.org](http://www.losscontrol.org). (WZSF-001)
18. Consider defensive driving courses for those employees who drive vehicles. It is recommended that all drivers attend a defensive driving course every two years. AMIC and MWCF provides a Skid Car Training Program for operators of all municipal vehicles.
19. Have a written vehicle operations policy that details the requirements and responsibilities of safely operating a municipal vehicle, mandates seat belt use for driver and all passengers, and prohibits the use of any non-job essential electronic device while driving.

## POLICE DEPARTMENTS (WHERE APPLICABLE)

20. Consider requiring that all Police Officers wear bullet resistant vests and wear reflective vests when involved in traffic control duty.
21. Implement a written police and jail procedure manual (where applicable) with rules and regulations updated periodically.
22. Consider utilizing available law enforcement training aids such as the Firearms Training System (FATS) available through MWCF.
23. Consider providing coverage for all volunteer firemen and reserve police officers through MWCF.

Number of non-elected paid employees 236 +/-.

Sam Gaston, City Manager  
Mayor or Chief Executive Officer (Please Print)

\_\_\_\_\_  
Mayor or Chief Executive Officer (Signature)

City of Mountain Brook, Alabama  
Municipality or Agency

David Kennedy, Battalion Chief  
Safety Coordinator (Please Print)

\_\_\_\_\_  
Safety Coordinator (Signature)

November 23, 2015  
Date

A safety meeting to discuss these Safe Workplace Guidelines should be held with all department heads as soon as possible once it has been signed. Document the time, place and attendees at this meeting. MWCF should be notified immediately of any changes in the Safety Coordinator position by contacting Donna Wagner at (334) 262-2566 or [donnaw@alalm.org](mailto:donnaw@alalm.org)

**BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2016 TO BE ELIGIBLE FOR PREMIUM DISCOUNT**

**RESOLUTION NO. 2015-173**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby amends section IV. "Safety and Health", subsection C. "Used of City Equipment and Vehicles of the *Employee Handbook* as follows:

**"C. Use of City Equipment and Vehicles**

City equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Please notify your supervisor if any City equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damage, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of City equipment or vehicles used on the job.

The driver and all passengers in City vehicles shall wear seat belts at all times and the use of non-job essential electronic and other devices while driving is expressly prohibited. The improper, careless, negligent, destructive or unsafe use or operation of City equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment."

**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 incorporate such amended policy in the City's *Employee Handbook* a digital copy of which shall be available to employees on the City's [internal] intranet site.

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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 meeting held on November 23, 2015, as same appears in the minutes of record of said meeting.

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

## RESOLUTION NO. 2015-174

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the following are hereby adopted as the criteria which the City Council shall use in connection with the consideration of annexation petitions filed with the City of Mountain Brook subsequent to March 26, 2012:

1. Municipal revenue derived from the property proposed to be annexed must exceed the projected cost of providing municipal services to such property.
2. The ad valorem taxes per school-age child residing in the property (as more fully defined hereinbelow) to be received by the Mountain Brook Board of Education from the property proposed to be annexed must equal or exceed the city-wide average ad valorem tax revenue per student enrolled in the Mountain Brook School system as determined by the greater of a) the actual number of school-age children residing at the property proposed to be annexed regardless of where the annexation applicant(s) intend to send their children to school if annexed or b) the city-wide average number of students per residences as of the date of annexation. An illustration of the application of this criterion is illustrated in Exhibit A attached hereto. For purposes of determining the property taxes to be derived from the subject property, the City Council shall consider only the actual property value as determined by the Jefferson County Tax Assessor as of the date of the annexation petition.
3. The annexation must not result in any Mountain Brook school having more students in any classroom than the maximum number permitted by the Alabama State Board of Education, or otherwise cause overcrowding in any Mountain Brook school, or require capital expenditures by the Mountain Brook Board of Education.
4. The location and configuration of the property proposed to be annexed must result in efficient corporate limits of the City and be conducive to providing municipal services in an efficient manner.
5. With respect to the annexation of undeveloped residential property, the property owner must execute and record restrictive covenants that shall attach to the real estate in substantially the form as attached hereto as Exhibit B (subject to modifications determined appropriate by the City Council on a case-by-case basis).

**BE IT FURTHER RESOLVED**, that the City Council may, from time to time, approve the annexation of property to the City which does not satisfy one or more of the foregoing criteria; provided, that, in the opinion of the City Council, the annexation of such property may permit the City to annex additional property economically beneficial to the City.

**BE IT FURTHER RESOLVED** by the City Council that the above criteria may be revised by the City Council, from time to time, based on changes in economic conditions and other factors affecting the Mountain Brook school system and municipal revenue.

**BE IT FURTHER RESOLVED** by the City Council that the adult residents of each dwelling in the area proposed to be annexed must complete, sign and deliver a questionnaire to the City Manager within thirty days of the day upon which the annexation petition is filed with the City, the form and content of which questionnaire may be revised by the City Council, from time to time.

2015-174

**ADOPTED:** This \_\_\_\_\_ day of November, 2015.

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

**APPROVED:** This \_\_\_\_\_ day of November, 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 November \_\_\_\_\_, 2015, as same appears in the minutes of record of said meeting.

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

## EXHIBIT A

	<u>2015</u>
Ad Valorem Tax Revenue (44.7 Mills)	\$25,095,176
Enrollment	<u>4,366</u>
 Ad Valorem Tax : Student	 <u>\$5,747.86</u>
 Students	 4,366
Households	<u>7,998</u>
 Students : Household	 <u>0.55</u>
 Or 1 student for every 1.78 households	
 Ad Valorem Tax : Student	 \$5,747.86
Students : Household	<u>0.55</u>
 School Tax Required to Meet Criteria	 \$3,137.68
BOE Millage Rate	<u>44.7</u>
 Assessed Property Value	 \$70,194
10% Assessment Factor	<u>10.00%</u>
 Required Fair Value of Property to Meet Criteria (Assuming Citywide Average School-Age Children) <sup>1</sup>	   <u>\$701,940</u>

<sup>1</sup> The required property valuation increases proportionately with the actual number of school-age children living at a property (e.g.,  $\$5,747.86 / .0447 / .10 = \$1,285,874$  required fair value of property to meet criteria with one (1) school-age child residing at a property).

**EXHIBIT B**

**STATE OF ALABAMA )**

**JEFFERSON COUNTY )**

**DECLARATION OF PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS, that:**

**WHEREAS,** \_\_\_\_\_ is/are the owner/owners of the following described real property, located in Jefferson County, Alabama, with an address of \_\_\_\_\_, more particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B," which are attached hereto and made a part hereof; and

**WHEREAS,** the undersigned desires to subject said Property with the conditions, limitations, and restrictions hereinafter set forth.

The undersigned does hereby expressly engraft the following restrictive and protective covenants, conditions, covenants, and limitations on the real property hereinafter described in Exhibit A attached hereto:

**I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.**

- A. The Property shall be used for single-family residential purposes only and for no other use or purpose.
- B. Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.
- C. The exterior of the residence constructed on the Property must be of brick or better material, and such residence shall have a pitched roof.
- D. The residence constructed must contain a minimum of a two (2) car garage or parking area within a basement.
- E. The Property shall not be further subdivided.

**II. GENERAL PROVISIONS.**

- A. The Owner of the Property shall use his or her best efforts to prevent the development or occurrence of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Property which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.

- B. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain from the building line forward, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property.
- C. No vegetables or other crops may be grown on the front yard of any house on the Property.
- D. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers or garbage compactor units.
- E. No structure of temporary character such as a trailer, mobile home, manufactured home, double-wide manufactured home, tent, or shack shall be used as a residence either temporarily or permanently.

**III. GENERAL PROVISIONS.**

- A. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect in all matters and respects.
- B. The covenants and restrictions herein shall enure to the benefit of the land described above and shall run with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or the City of Mountain Brook, Alabama: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain an action in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
- C. The restrictions, covenants and provisions contained herein shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, after which time said restrictive covenants and provisions shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, \_\_\_\_\_, who is duly authorized, executes this Declaration of Protective Covenants on this \_\_\_\_\_ day \_\_\_\_\_, 2\_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner

**STATE OF ALABAMA )**

**JEFFERSON COUNTY )**

I, the undersigned authority in and for said county and state hereby certify that

\_\_\_\_\_,  
whose name is/names are signed to the foregoing Declaration of Protective Covenants and who is/are known to me, acknowledged before me on this day that, being informed of the contents, has full authority and has executed the same voluntarily.

Given under my hand and official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**RESOLUTION NO. 2015-175**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby amends the "City of Mountain Brook Accounting Policies and Procedures Manual" by adding a new section titled "Municipal Court" in the form as attached hereto as Exhibit A.

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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 November 23, 2015, as same appears in the minutes of record of said meeting.

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

## **MUNICIPAL COURT**

### **1. Records and files**

#### **A. Uniform Traffic Ticket and Complaint (UTTC)**

UTTC number assignment and management shall be the responsibility of the Mountain Brook Police Department.

#### **B. Municipal Court Case Numbers**

Municipal court case numbers shall be automatically assigned by the municipal court application software system ("application software"). Magistrates shall download electronic ticket (e-ticket) information into the application software daily. Magistrates shall also enter manual (paper) tickets into the application software system daily. Appropriate court dates shall be entered in the electronic case file record in the municipal court application.

#### **C. Case Files**

Once an arrest, citation, or ticket record is created in the municipal court application software system, it should never be deleted from the application software or totally removed from the files. For cases transferred to the circuit court, all hard copy (paper) information should be scanned to create an electronic copy, indexed, and stored in the City's electronic document management software application system (currently Fortis Blue). Additionally, the magistrates shall enter a notation in the electronic case file record of the court application software system that the case was transferred, the date transferred, and that an electronic copy of the files transferred are maintained in the separate electronic document management software application.

### **2. Docket Management**

#### **A. Preparing the Weekly Docket**

1. Generally the day before court, magistrates shall print the docket of cases for the weekly court
2. Generally the day of court, paper case files for each case listed on the weekly docket report shall be pulled from the case file drawer and organized

**B. Administration of the Court**

1. Magistrate (1) assigned to the courtroom
  - a. Set-up courtroom 1–2 hours prior to court
  - b. Prepare and position defendant sign-in sheet at the security check-point
  - c. Obtain paper files for the current docket (4.A.2. above)
  - d. Sit beside presiding judge during the court proceedings to ensure that all tickets/cases are completed appropriately and signed as necessary
  - e. Continue cases, as applicable. The day following court, continuances shall be documented in the Notes field of the electronic case file in the court application software.
  - f. Register defendants for defensive driving school, as applicable
2. Magistrate(s) (1–2) assigned to the payment window
  - a. Collect payments from defendants as specified in the case records provided from the court proceedings
  - b. Enter payments into the court application software (while defendants wait)
  - c. Print an electronic receipt of the payment from the court application software and present to the defendant for their records

**C. Post-Court Procedures**

1. Generally the day following court,
  - a. Finish entering continuances and notating in the electronic case file the explanation for the continuance
  - b. Prepare and issue appropriate warrants for all defendants that failed to appear and for all other covered offenses
  - c. Suspend driver licenses, as appropriate
  - d. Run post-court docket to ensure that all cases have been addressed (i.e., fines collected in-whole or in-part as applicable, continuances entered, warrants issued, defensive and other schools assigned, community service, etc.)
  - e. Transfer paper case records to the appropriate docket file drawer for storage until the assigned court date

**3. General Court Administration**

**A. Documentation**

1. All cases where either the judge or a magistrate has documented special orders shall be scanned to create an electronic document, indexed (with Case number), and stored in the appropriate electronic document management system
2. The electronic case file in the court application software shall be notated to indicate that the actions, municipal judge, and magistrate's orders are stored electronically in the separate electronic document management application

**B. Communications**

1. All telephonic communications with defendants shall be notated in the electronic case file (date of communication, short description of said communication, and initials of the magistrate entering the notation) to facilitate future communications among magistrates with said defendant

**C. Transactions**

**1. Manual Receipts**

- a. Shall only be permitted in extreme circumstances such as equipment failures and void receipts (C.2. below)
- b. Must be pre-numbered and accounted for periodically
- c. Must be printed in triplicate with one provided to the defendant, one retained for entry into the court application software, and the third maintained with the [manual] receipt book
- d. Manual receipt numbers shall be notated (cross-referenced) in the electronic case file of the municipal application software system

**2. Voided Receipts**

- a. Magistrates are not assigned electronic security permission to void receipts in the municipal court application software
- b. When a void receipt is necessary, documentation describing the reason for the void including a cross-reference to the corresponding manual receipt shall be provided to the City Clerk for approval
- c. The City Clerk shall process the void receipt transaction and notate the manual receipt number in the electronic case file

- d. The City Clerk shall sign and date the void receipt documentation and return to the magistrate to be scanned, indexed (case and receipt number), and saved in the electronic document management software application system

**3. Mail-in Receipts**

- a. Generally, processed in the same manner as walk-in/counter receipts
- b. When cash is included in the mail receipts, the magistrate that opened the mail containing cash should turn over the cash and related ticket or citation to the second magistrate for processing. If only one magistrate is present, then another Revenue Department official shall be called over to view the processing of the cash receipt in a manner consistent with walk-in/counter receipts.

**4. Daily Cash Balancing**

- a. Each magistrate shall be assigned a cash drawer (with an imprest cash balance of \$100 subject to change from time to time at the discretion of the City Clerk)
- b. Each magistrate shall print a daily "Total Receipts Report" from the court application system which reports the daily receipt posting activity to the electronic court files. The total receipts as reported in the "Total Receipts Report" shall be reconciled to the cash and checks in their cash drawer (less the \$100 imprest balance) plus the bond forfeitures. Discrepancies shall be recorded as cash over/(short) and reported to the City Clerk daily for explanation.
- c. Daily, each magistrate shall prepare a bank deposit slip and present the cash and checks, deposit slip, and "Total Receipts Report" to the Revenue Examiner, Accountant, or City Clerk for deliver to the bank for deposit.
- d. The "Total Receipts Report" and duplicate bank deposit slip shall be presented to the Accountant to be used to prepare the accounting entry to record such revenue in the City's general ledger.
- e. A log of daily bank deposits from court receipts shall be maintained in Accounting. The log shall be updated and reconciled to the bank deposits daily and totaled monthly for reconciliation to the 1) general ledger deposit entries and 2) monthly court reports generated from the municipal court application system.

**5. Cash Bonds**

- a. Cash bonds shall be entered into the court application system under the appropriate electronic Case File (noting the date of the bond, the case number, the person or entity that paid the cash bond, and the bond account)
- b. Prohibited transactions
  - 1. The cashing of personal checks from any City cash drawer is strictly prohibited
  - 2. The issuance of bond refunds from any City cash drawer is strictly prohibited
- c. Payment requests for bond refunds
  - 1. Documentation supporting the refund of a Court Cash Bond shall be scanned into the City's electronic document management system as an "Invoice", indexed (cross-referenced to the applicable court Case File number), and submitted electronically for approval by the City Clerk or other authorized City official
  - 2. The electronic Case file shall be notated/cross-referenced with the "Invoice" number assigned to the invoice submitted for payment authorization
  - 3. Checks issued for bond refunds shall be mailed directly from Accounting to the address provided by the magistrate (as noted on the electronic invoice)
- d. Cash Bond forfeitures
  - 1. Cash bonds shall be forfeited, without notice to the defendant, for all cases where the defendant fails to appear in court within thirty (30) days from their initial court date
  - 2. Forfeitures shall be entered in the court application system (under the appropriate Case File) indicating the date of forfeiture or application to a fine, and person or entity who paid the Cash Bond to the City
  - 3. Any documentation (magistrates' or judges' orders) supporting the forfeiture shall be scanned to create an electronic document that shall be saved to the City's electronic document management system, indexed, and cross-referenced to the Case File.

2015-176

# Memorandum

---

**To:** Sam Gaston, City Manager  
**CC:** Mayor and members of the City Council  
**From:** Steven Boone  
**Date:** 11/19/2015  
**Re:** Ricoh Support Agreement

---

## **Background**

In 2013, the City implemented an electronic document management system used extensively with respect to records storage and retrieval (e.g., accounts payable invoices and check copies, municipal court records, and revenue batch records). While the system functions well, on occasion staff members must seek assistance and support from the vendor for set-up, functionality and technical issues.

## **Request and recommendation**

I recommend that the City enter into a 2-year support agreement that provides for a 20-hour block of time at the discounted hourly rate of \$185 (\$3,700 total). The City's service hours exceeded 20-hours since January 1, 2014 (date of implementation).

**RESOLUTION NO. 2015-176**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a 2-year support agreement between the City and Ricoh, in the form as attached hereto as Exhibit A, with respect to the electronic document management software system (Resolution No. 2013-140).

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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 November 23, 2105, as same appears in the minutes of record of said meeting.

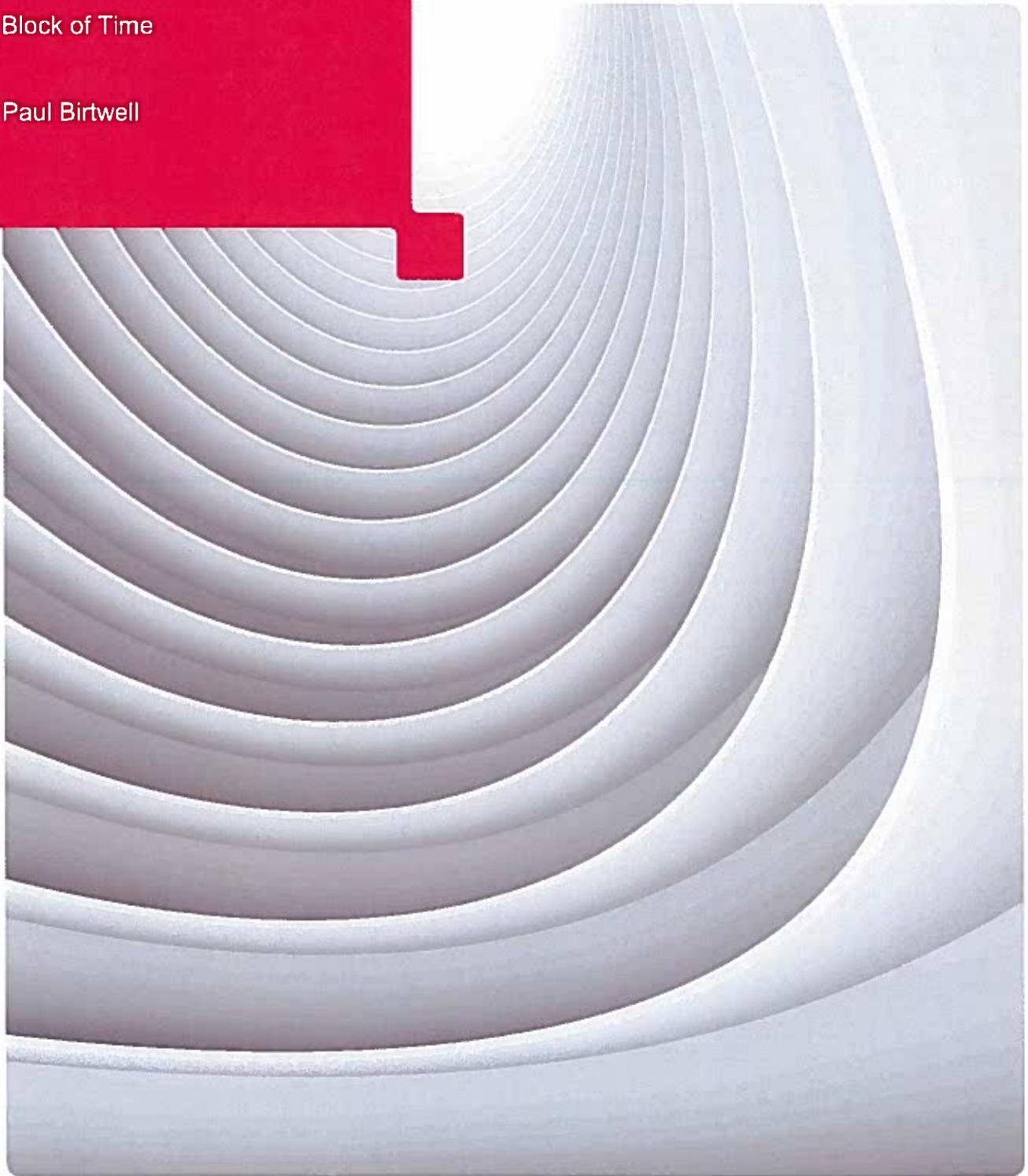
\_\_\_\_\_  
City Clerk

## Statement of Work

Created for (Mountain Brook  
City of)

Block of Time

Paul Birtwell



---

## TABLE OF CONTENTS

PROPRIETARY & CONFIDENTIAL INFORMATION.....	3
INTRODUCTION.....	4
SERVICES OBJECTIVE .....	4
SERVICES SCOPE.....	5
SERVICES INCLUDED .....	5
SERVICES EXCLUDED .....	5
CUSTOMER LOCATIONS .....	5
ENGAGEMENT PROCESS.....	6
CLIENT SUPPORT DESK.....	6
COMPLETION CRITERIA.....	6
ACCEPTANCE CRITERIA.....	6
CHANGE CONTROL.....	6
BLOCK OF TIME PRICE.....	7
PAYMENT SCHEDULE.....	7
TERMS & CONDITIONS:.....	8

### **Proprietary & Confidential Information**

The enclosed materials are proprietary to Ricoh USA, Inc. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

© 2015 Ricoh USA, Inc. all rights reserved.

SOW Design Record #:  
DR18259812

## Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the **Block of Time** project (the "Project") at Mountain Brook City of ("Customer").

From time to time the Customer may require technical assistance from Ricoh's Professional Services organization. The Block of Time Statement of Work provides the Customer with the flexibility to quickly engage resources to provide technical services. This provides lower-cost standard service rates, and by prepaying services, it's much easier to budget for upcoming initiatives.

Here are just a few of the many benefits that purchasing Block of Time offers:

- Simplified process of contracting and budgeting for technical support services
- Access to a wide range of highly-skilled Ricoh resources at a single reduced rate valid for a 24-month period
- No longer a need to contract for each individual project
- Budgeting and pre-planning process is greatly improved
- Leverages most Professional Services activities to achieve a competitive standard rate

Any necessary or requested changes to the scope of the Block of Time will be handled through the change control procedures outlined in this SOW.

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

## Services Objective

This arrangement is designed to give the Customer a blended rate for a variety of resources and skill sets. Resources will be assigned based on skill set, availability and type of service requested.

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work (SOW) for a Block of Services Time to provide the Customer with the ability to leverage hourly-based Professional Services at competitive rates. This Statement of Work delivers resources on a time-and-materials basis over a 24-month period beginning the first day of purchase.

## Services Scope

### Services included

Time applied toward the block hours includes: all telephone and email conversations, preparation time, and any agreed upon documentation to perform and support the following support services:

- Connectivity
- Reinstallation of Software
- Technical Support (WPTZ30/PS-SUPTECH)
- Training (WPVZ00/PS-TRAINING)

Additional services can be provided other than those listed above. However, a Statement of Work for any services other than technical support services listed above is required. The scope of the services can be utilized for any Ricoh hourly service, including:

- Troubleshooting and Problem Solving of installed Ricoh supplied products
- Assist with configuration or customization of Ricoh supplied products
- Supplemental Training of Product Administrators, Trainers or End Users
- Preliminary Requirements Analysis, Design Services, and Development Services
- Staff Augmentation Services; to perform work your staff is either not trained to do or too busy to do
- Best practices and Document Management System consulting
- Project Management services

### Services excluded

This project does not cover the following functions or deliverables:

- Resources that must travel outside of their home area
- Expert / Specialized technical consulting
- Complex Solution Consulting and / or Development
- Formal Project Development or Implementation
- Work performed outside of standard working hours (Monday thru Friday 8:00am - 6:00 pm)

### Customer Locations

The following customer location(s) is/are included in the scope of this Statement of Work. Any additional locations will require the execution of a Change Order and may incur additional costs.

56 Church Street  
Birmingham, AL  
35213-3700

---

## Engagement Process

### Client Support Desk

In order to obtain service under a Block of Time SOW, Customer will place a call to the Ricoh Client Support Desk (CSD) at 1-888-424-1573 or 1-800-706-4566. The Ricoh CSD will log the call and attempt to provide support over the phone. If onsite assistance is required, the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact the customer and dispatch an Analyst if applicable.

Customer can call the Client Support Desk any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other “per-call” or “per-minute” charges.

### Completion Criteria

#### Acceptance Criteria

At the end of each service delivery, either a Professional Services Service Order or a Solutions Delivery and Acceptance (SD&A) form (if services are rendered under a Statement of Work) will be delivered to the Customer with the service description and the amount of time defined. Customer will sign this form to acknowledge and accept service delivery.

### Change Control

Any changes to the scope or terms of this Statement of Work must be documented and approved by both parties through the use of a Change Order. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- A written Change Authorization must be signed by both parties to authorize the implementation of the investigated changes.

### Block of Time Price

The total services price for this engagement shall be (\$3,700.00) and does not include any hardware, software, or sales tax. The purchase or lease of any hardware or software is independent from this Statement of Work and therefore not contingent on Customer's acceptance of these services performed.

<b>Customer Name:</b>	<b>Mountain Brook City Of</b>
<b>Project Name:</b>	<b>Professional Service Support Block of Time</b>
<b>Deliverable Description:</b>	<b>Support – Block of Time</b>
<b>Block Size:</b>	<b>20</b>
<b>Standard Price /hr:</b>	<b>\$220.00</b>
<b>Discounted Price /hr:</b>	<b>\$185.00</b>
<b>Total Services:</b>	<b>\$3,700.00</b>

**NOTES:**

- All Services must be prepaid with Statement of Work signing and execution.
- All hours must be used within two (2) years of execution date of this contract.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 6:00pm EST). Off hours, week-end, holiday, etc. are not included. Once the block of time has been depleted, additional time can be purchased at a rate of \$185.00 per hour.
- Services must be scheduled 48 hours in advance.
- There will be a 4 hour minimum charge for onsite services.
- Email and Telephone support will be charged at 15 minute increments.
- This estimate does not include taxes or miscellaneous expenses.

### Payment Schedule

Block hours will be pre-paid. Services amount described above will be payable upon execution of this Statement of Work.

## Terms & Conditions:

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

- 1. On-Site Security; Insurance.** While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
- 2. Term; Termination.** Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
- 3. Limited Warranty for Services; Limitation of Liability.** Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determine in Ricoh's reasonable discretion. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED "AS IS." EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE,

OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. IP Matters; Software Licenses; Export Compliance.

a. **Ownership of IP Rights.** Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"). RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. **Software Licenses.** All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. **Export Compliance.** Customer shall indemnify, defend and hold harmless RICOH and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control (collectively, "Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or

contemplated under this SOW. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. Confidentiality and Non-Solicitation.

a. **Confidentiality.** Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers,

employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto.

b. Non-Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. General. This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

**RICOH PRELIMINARY REVIEW**

<b>PKelliher</b>	Digitally signed by PKelliher DN: cn=PKelliher, email=Patrick.Kelliher@ricoh-usa.com Date: 2015.11.16 12:58:47 -05'00'	
Preliminary Review Signature - Approval (Branch Management – SrMoD)	Name and Title	Date

**CUSTOMER ACCEPTANCE**

Authorized Signature	Name and Title	Date

**RICOH ACCEPTANCE**

Authorized Signature (MI, SrMoD, MVP or Higher)	Name and Title	Date

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.

**RESOLUTION NO. 2015-177**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the establishment of the following BB&T Commercial [credit] Cards:

<b>Card Holder</b>	<b>Account No.</b>	<b>Credit Limit</b>	<b>Membership Rewards</b>
Susan J. DeBrecht		\$5,000	N/A
Doris Young		\$5,000	N/A
Gloria Repolesk		\$5,000	N/A

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Clerk to execute a commercial card application, in the form as attached hereto as Exhibit A, with respect thereto.

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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 November 23, 2015, as same appears in the minutes of record of said meeting.

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



**BB&T CORPORATE / PURCHASING CARD REBATE SCHEDULE  
CITY OF MOUNTAIN BROOK**

Minimum	Maximum	Rebate / Year
\$1.00	\$ No Max	1.25%

**Large Ticket Interchange**

Minimum	Maximum	Rebate / Year
\$0	\$ Plus	.50%

**Rebate Terms & Conditions**

- Qualified Corporate or Purchasing Card program must be set up on monthly central bill pay in full.
- BB&T BankCard Services will pay a "purchase volume rebate" based on the schedule above.
- Qualifying volume is the total amount of purchases in excess of \$1.00 during the "calculation period" less returns, credits, losses and disputed charges.
- Company annual volume required to activate rebate is \$1,000,000.
- The "Calculation Period" is a 12 month period. It shall begin with the first month the program is in place and will run for 12 concurrent months.
- BB&T BankCard Services reserves the right to review the rebate schedule and program volumes on a semi-annual basis.
- Rebates are based on MasterCard and Visa Interchange Rates. A decrease in interchange rates could impact the rebate schedule.
- Large Ticket Interchange Transactions are defined as certain transactions which may be based upon the type of merchant, and/or transaction dollar amount qualify for Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard periodically.
- All new Visa card program account proposals are subject to application submission and credit approval by BB&T BankCard Services.
- BB&T reserves the right to withdraw the annual rebate offer should the Company Account: not honor the pay in full contract requirements, show in a delinquent status, fail to maintain other BB&T relationships in a satisfactory manner, or be in violation of the BB&T Commercial Card Plan Agreement.

 Signature  
Susan DeBrecht Printed Name  
11/19/2015 Date

# BB&T Commercial Card Application

## Company Information

Date Application Received 10/29/2013

Legal Name of Company/ Individual Borrower

Approved Credit Limit

CITY OF MOUNTAIN BROOK ALABAMA

XXXXXXXXXX \$15,000

Name, as it will appear on the card (24 spaces)

CITY OF MOUNTAIN BROOK (TAX EXEMPT)

Physical Address

Mailing Address (if different from physical address)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX Attn: Sue DeBrecht, 50 Oak Street, Mountain Brook, AL 35213

Company Start Date

Total Company requested credit line

Annual Sales

Federal Tax ID Number/SSN#

Phone Number

01/01/1942

\$15,000 XXXXXXXX

\$34,579,365.00

63-6001325

205-807-3823

Product Type:  Business  Purchasing  Corporate  Fleet

### Organization Type:

Corporation  Limited Liability Company  Partnership  Limited Liability Partnership  Sole Proprietorship  Unincorporated Association

New Cards Please complete the following information for all individuals that require a card. (If more space is needed please attach a separate application).

Name to Appear on Card	Initial Credit Line Requested	Principal Owner (Y/N)	Issue Convenience Checks (Y/N)	Cash Advance Access (Y/N)	% of Cash	Provide Pin Access (Y/N)
<u>Susan J. DeBrecht</u>	<u>\$5,000</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>0%</u>	<u>N</u>
<u>Doris Young</u>	<u>\$5,000</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>0%</u>	<u>N</u>
<u>Gloria Repoles</u>	<u>\$5,000</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>0%</u>	<u>N</u>

### Billing Options

Individual Billing. Each individual cardholder receives an invoice for payment.  
 Central Billing. One central invoice is paid; each individual cardholder may receive a memo statement.

### Business Payment Options

Business Card Revolving  
 Business Card Pay in Full

### Product Options

Auto Pay

Acct. Type \_\_\_\_\_ Bank Name \_\_\_\_\_ Routing No. \_\_\_\_\_ Acct. No. \_\_\_\_\_

Pay in Full  Min. pay

Please attach voided check or deposit slip for the designated account.

BB&T Credit Card Connection Online Access for Companies with Multiple Cardholders. Complete information below for Program Administrator. All others can self-enroll at [www.bbctcreditcardconnection.com](http://www.bbctcreditcardconnection.com).

Access \_\_\_\_\_ Sign-on Name \_\_\_\_\_ E-mail Address \_\_\_\_\_

User Name \_\_\_\_\_ Password \_\_\_\_\_

Use this account for Overdraft Protection (Business Card Only) OD Limit \_\_\_\_\_ Bus. DDA #1 \_\_\_\_\_ Bus. DDA #2 \_\_\_\_\_

Enroll in the Business Rewards Program (Business Card Only) Name of cardholder to accrue points (Individual Billing only) N/A

### Balance Transfers: N/A

1	Card Issuer _____	Account Number _____	
	Card Issuer Payment Address _____	Transfer Amount (Actual Dollar Amt) _____	
2	Card Issuer _____	Account Number _____	
	Card Issuer Payment Address _____	Transfer Amount (Actual Dollar Amt) _____	

\$5,000  
\$5,000  
\$5,000  
N  
N  
N

### Signature and Authorization

Date:

The Entity named above (Company), by the signature of its authorized officer(s) below, requests that a BB&T Commercial Card account be established in the name of the Company, and that BB&T Commercial Card(s) be issued to the authorized Cardholders set forth on the BB&T Commercial Card Application and as otherwise directed in writing by the Company from time to time. The Company certifies that the information in this application, and any other documents submitted in connection with the application, is true and correct. The Company authorizes BB&T to verify the information and obtain further information concerning the credit standing of the business, its representatives, and to exchange credit information with others. The Company understands that if this application is accepted, card(s) will be issued and credit will be extended by Branch Banking and Trust Company, 200 West Second Street, Winston-Salem, NC 27101. The Company agrees to provide additional information upon request. The Company also agrees to be bound by all of the terms and conditions of the BB&T Commercial Card Plan Agreement (the "Agreement") including, but not limited to, the Agreement's provisions regarding the Company's obligation to pay debts incurred through the use of the cards issued as a result of this application. The Company certifies that such account(s) opened pursuant to this application shall be used solely for business or commercial purposes, and agree that unless otherwise directed by the Company in writing, all monthly statements and other notices regarding the account(s) shall be mailed to the Company at the address shown above. Any person signing below as the duly authorized signatory of the Company attests that the Company is a valid business entity and that each person signing below is authorized to enter into the Agreement on behalf of such business. The Applicant requests that BB&T Commercial Card(s) be issued (as set forth in this application) and that such card(s) contain the capability of initiating certain electronic transfers in automated teller machines. PIN access codes will be mailed separately to cardholders. The signer(s) acknowledge that he has received Attachment 1 of this application.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

The Program Administrator designated below will have the authority to act for your business as Borrower on all matters in connection with the Plan and all commercial cards issued thereunder. The authorization permits the Program Administrator to establish access to accounts and carry out activities via the Internet, phone, fax or mail. Such activities include reporting, card additions, deletions, address changes, and individual credit limit changes. This portion must be completed to add Credit Card Connection. Failure to complete this portion assumes the above individuals are the only representatives authorized. The designated Program Administrator may be changed only by duly authorized subsequent written notification. The designation below will be in effect until BB&T receives the aforementioned written notification of change.

Steven Boone, City Clerk

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### Officer Approval

Approved Credit Limit XXXXXXXXXX \$15,000 Card Number:

Loan Officer (Signature) \_\_\_\_\_ Number \_\_\_\_\_ Telephone \_\_\_\_\_ Additional Approval (Signature) \_\_\_\_\_ Number \_\_\_\_\_

71849

7531

1 Bank Copy 2 Client Copy

L2015102900320

1319 (1009)



BANKPRO

Page 1 of 7

**Definitions.** The following words have the following meanings in this Agreement: (a) "Borrower" means the Company named above on the application; (b) "Bankcard" means the issuer of the Cards and Branch Banking and Trust Company located in Winston-Salem, North Carolina, or its successors; (c) "Principal" means the person or persons designated as the Principal with authority to act for Borrower on all matters in a resolution duly adopted by Borrower; (d) "Card" means a BB&T Commercial Card has been issued to Borrower and its designated employees; (e) "Cash Advance" means a loan that Borrower, through any of its designated employees, obtains under this Plan in the following forms: making a credit transaction at participating ATM network machines; making a credit transaction through on-line banking; funding a wire transfer; purchasing money orders, travelers checks, lottery tickets or betting or casino chips; writing a convenience check; making a credit transaction by using BB&T Phone 24; or utilizing overdraft protection; (f) "Purchase" means a purchase of goods or services of any kind Borrower obtains from a seller or provider under this Plan; (g) "Advance" means any Cash Advance, Purchase, or other credit extensions Borrower obtains under this Plan; (h) "Maximum Credit Limit" means the total dollar amount Bankcard approves against which Borrower may get Cash Advances or make Purchases through the use of Cards; (i) "Outstanding Balance" means the total balance Borrower owes from time to time under this Plan and this Agreement, including the principal and all finance and other charges or fees due; (j) "Available Credit" means the difference between the Outstanding Balance and the Maximum Credit Limit Bankcard approves for Borrower; (k) "Plan" means the Credit Card Plan established and governed by this Agreement; (l) "Commercial Card" means a business, corporate or purchasing card issued by BB&T.

**1. Issuance of Cards.** Bankcard agrees that it will issue Cards to Borrower's authorized employees with the understanding that each authorized employee may only charge Purchases of goods and services and obtain Cash Advances which are necessary for authorized business activities or are incidental to travel for Borrower's business. It is Borrower's responsibility to inform authorized employees of the appropriate use of the Cards. It is understood by and between the parties that the use of said Cards will constitute an extension of credit to Borrower by Bankcard and that each Card issued shall constitute a separate account hereunder. Borrower agrees that its obligation hereunder is not affected or limited if any balances are incurred for other than business purposes. Bankcard will issue Cards to authorized employees designated by the Principal. Unless contrary written instructions are given by Principal to Bankcard, Borrower authorizes Bankcard to issue renewal or replacement Cards prior to the expiration of Cards issued to authorized employees, without further action on the part of Borrower.

**2. Promise to Pay Credit Limit.** Borrower hereby represents and warrants that it shall accept liability for any and all Purchases, Cash Advances or other charges made in connection with a Card issued under this Plan and that it will pay same with any finance charge accrued. Bankcard will establish and advise Borrower by separate document, in regard to the Maximum Credit Limit on the extension of revolving credit under each account, which Maximum Credit Limit can be adjusted from time to time at Bankcard's discretion. Borrower represents that it will not make, authorize or allow use of any Card for any Purchases or Cash Advances, which would exceed said limit.

**3. Liability for Unauthorized Charge.** Borrower shall remain liable for all charges resulting from use of an employee's Card following his or her termination of employment until notice of said termination has been received by Bankcard, and except as specified by the Visa Liability Waiver Program or the MasterCard MasterCoverage Liability Protection Program.

**4. Borrower Cancellation of Cards.** Borrower agrees and understands that it shall have sole responsibility for notifying Bankcard of any cancellation of changing privileges of any employee to whom a Card has been issued and to so advise each employee. It shall be Borrower's responsibility to return to Bankcard the Card in the case of its cancellation. Borrower shall be fully responsible for any and all charges made prior to the return of the Card to Bankcard.

**5. Overdraft Protection.** Borrower, if it is a qualifying checking account client with Bankcard, may elect to utilize its Cardholder Account to provide Overdraft Protection for one or more qualifying checking accounts. If the Cardholder Account is utilized to provide Overdraft Protection, automatic Cash Advances will be made against the Credit Card Account to cover overdrafts in designated checking accounts. The presentation of any check signed by any person authorized to draw checks upon any checking accounts for which Borrower has elected Overdraft Protection or the assessment of any other charges against the checking accounts in excess of the balance in the checking accounts constitutes an authorization for a Cash Advance to be made under this Agreement. Bankcard has the sole discretion to determine whether to advance funds to the checking accounts in the amount needed to cover each overdraft amount item, up to the established Maximum Credit Limit, to pay checks, drafts, or any other charges when there is not a sufficient balance in the checking accounts at the time such checks, drafts, or other charges are presented or made. Bankcard may refuse to authorize any Cash Advance in connection with Overdraft Protection if the Cardholder Account is not in good standing or if the Cash Advance would exceed the Maximum Credit Limit. Bankcard is not liable for any returned items or NSF fees. The terms and conditions governing Borrower's checking accounts, Overdraft Protection, and the fees associated with checking accounts are contained in the Commercial Bank Services Agreement and the BB&T Business Services Pricing Guide, which are incorporated herein by reference.

**6. Business Purposes.** Borrower agrees and understands that no Purchases, Cash Advances or other charges may be incurred for personal, family, or household purposes and agrees to so advise each authorized employee.

**7. Advances.** This Plan allows Borrower to obtain extensions of credit from Bankcard by use of Cards to make Purchases and/or obtain Cash Advances and also by requesting Cash Advances by executing a Cash Advance Slip or other written request form. Borrower may also use Cards to obtain Cash Advances from Automated Teller Machines, provided that Borrower has received a Personal Identification Number (PIN) and abides by the following rules: (a) Advances may be in increments of \$10.00; (b) the maximum advance for each 24-hour period is \$500.00; (c) Advances may not exceed Borrower's credit limit; (d) Borrower will not reveal its PIN to anyone but an authorized employee user. Borrower understands that it shall not write the PIN on any Cards nor will any authorized employees carry the PIN with the Card; (e) Bankcard will not be liable for damages resulting from any malfunction of Automated Teller Machines. Notwithstanding the foregoing paragraph, Cash Advances will be limited to a designated percentage of the Maximum Credit Limit. Borrower will need to request its Cash Advance limit once the account is established.

**8. Balance Transfers.** Upon request, Borrower may transfer balances from other credit cards to the Outstanding Balance under this Plan ("Balance Transfer"). All Balance Transfers will be treated as a Purchase and become a part of the Outstanding Balance from the date of the transfer.

**9. Re-issuance and Use of Cards.** Borrower must notify Bankcard promptly, verbally or in writing, of the loss, theft, or unauthorized use of Cards. Bankcard may refuse to issue or reissue and may also terminate, limit or modify Cards without notice to Borrower, and Borrower agrees to surrender Cards on Bankcard's demand or upon learning of the cancellation or withdrawal of Cards. Cards at all times remain Bankcard property, and Bankcard may repossess them without the use of any court process. Borrower promises not to use an expired or cancelled Card to obtain or try to obtain credit from anyone honoring a Card.

**10. Periodic Billing.** Bankcard will bill Customer on a periodic (monthly) basis on a date Bankcard selects for all amounts owed under this Plan. Borrower agrees to examine each Periodic Statement and immediately notify Bankcard about any change or item it believes to be in error or subject to dispute. Borrower has 60 days after the billing date on the Periodic Statement on which any inaccuracies first appear to notify Bankcard in writing about them. If Borrower does not, the statement will be considered as accepted by Borrower and correct.

If Borrower has authorized Bankcard to pay periodic payments automatically from Borrower's savings or checking account, Borrower can stop the payment on any amount it thinks is wrong. To stop the payment, Borrower's letter must reach Bankcard at least three business days before the automatic payment is scheduled to occur.

**11. Periodic Rates.** The monthly periodic rate and the corresponding ANNUAL PERCENTAGE RATE applicable to Borrower's account shall be determined as provided in the following explanation. The rates for Purchase and Cash Advances differ. The ANNUAL PERCENTAGE RATES will not exceed that permitted by North Carolina law.

**Periodic Rate-Purchases.** No FINANCE CHARGE is imposed on Purchases if the total New Purchase balance shown on the Periodic Statement is paid in full within 25 days of the statement date. A FINANCE CHARGE on Balance Transfers is imposed from the date of transfer. To determine the Average Daily Purchase Balance of any account where payment of the Purchase balance is not made in full within 25 days (or includes Balance Transfers), Bankcard will take the beginning Purchase balance of the account each day, add any new Purchases (including Balance Transfers) and fees (except Cash Advance fees), and subtract any payments or credits. This produces the daily Purchase balance. Then, Bankcard adds up the daily balances for each day in the billing cycle and divides the total by the number of days in the billing cycle. This produces the Average Daily Balance. Then, depending on the Average Daily Balance, Bankcard will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE which is BB&T (Bankcard) Prime Rate + 5.90%. As of 10/29/2015, the ANNUAL PERCENTAGE RATE is 9.13%, which corresponds to a monthly periodic rate of 0.763%.

**Variable Rate Disclosure.** Borrower understands the monthly periodic rates and the ANNUAL PERCENTAGE RATE are variable rates and may change (increase or decrease) from time to time based on movements up or down of Bankcard's Prime Rate. "Bankcard's Prime Rate" is a variable rate which is announced by BB&T from time to time as Bankcard's "Prime Rate", which is in effect on the first day of each calendar month. Under this variable rate plan, the ANNUAL PERCENTAGE RATE for Purchases will be determined separately for each billing cycle and will be determined as of the first day of the calendar month preceding the date on which the billing cycle started. An increase in Bankcard's "Prime Rate" will result in an increase in the amount of the FINANCE CHARGE for Purchases, the minimum periodic payment and the Outstanding Purchases Balance.

**Periodic Rate Cash Advances.** The ANNUAL PERCENTAGE RATE for Cash Advances is a fixed rate of 19.90% which corresponds to a monthly periodic rate of 1.658%. To determine the Average Daily Cash Advance Balance of any account (including current transactions), Bankcard will take the beginning Cash Advance balances of the account each day, add new Cash Advances and Cash Advance fees and subtract any payments or credits. This produces the daily Cash Advances balance. Bankcard will add up the daily balances for each day in the billing cycle and divide by the total number of days in the billing cycle. This produces the Average Daily Balance. Then, depending upon the Average Daily Balance, Bankcard will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE, or 1.658%.

**Special Introductory Rate.** From time to time, Bankcard may offer a Special Introductory Rate. If Borrower has elected central billing, the monthly periodic rate for each account opened during the first 6 months after the Plan is established will be 1/12 of the ANNUAL PERCENTAGE RATE. As of 10/29/2015, the ANNUAL PERCENTAGE RATE is 0.000%, which corresponds to a monthly periodic rate of 0.000%. This special introductory rate will expire as to all accounts opened under the Plan 6 months after the date on which the Plan was established. Thereafter, the applicable monthly periodic rates will be based upon the rates described above.

If Borrower has elected individual billing, the monthly periodic rate will be 1/12 of the ANNUAL PERCENTAGE RATE for each account opened as of the date the Plan is established. As of 10/29/2015, the ANNUAL PERCENTAGE RATE is 0.000%, which corresponds to a monthly periodic rate of 0.000%. This special introductory rate will expire as to all accounts opened under the Plan 6 months after the date on which the Plan was established. Thereafter, the applicable monthly periodic rates will be as described above. For each account opened after the date the Plan was established, the applicable monthly periodic rate will not be based upon the Special Introductory Rate, but will be based upon the rates described above.

**Special Introductory Rate Cash Advances.** The ANNUAL PERCENTAGE RATE for Cash Advances is 19.90% which corresponds to a monthly periodic rate of 1.658%. To determine the Average Daily Cash Advance Balance of any account (including current transactions), Bankcard will take the beginning Cash Advance balances of the account each day, add new Cash Advances and Cash Advance fees and subtract any payments or credits. This produces the daily Cash Advances balance. Bankcard will add up the daily balances for each day in the billing cycle and divide by the total number of days in the billing cycle. This produces the Average Daily Balance. Then, depending upon the Average Daily Balance, Bankcard will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE, or 1.658%.

**Late Payment Rate.** If within a six (6) month period, you either (1) make your payment late but within 30 days of the payment due date, twice, or (2) make your payment more than 30 days after the payment due date once, then the monthly periodic rate for Purchases and Cash Advances and previous billing cycle Purchases and Cash Advances (including existing balances) will be increased to a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE which is BB&T (Bankcard) Prime Rate + 21.90%. As of 10/29/2015, the ANNUAL PERCENTAGE RATE is 25.15%, which corresponds to a monthly periodic rate of 2.095%. If the monthly periodic rate (and the corresponding ANNUAL PERCENTAGE RATE) is increased as described above, your rate for Purchases may be lowered if the account remains in good standing for twelve (12) consecutive months. The account will be subject to subsequent increases in the monthly periodic rate (and the corresponding ANNUAL PERCENTAGE RATE) if future payments are late as described in this section.

**12. Payments.** Borrower agrees to pay Bankcard all of its obligations under this Agreement no later than the "Due Date" shown on each Periodic Statement and at the place Bankcard designates. Bankcard may apply the payments to fees, interest, principal and other charges in any order it determines, in its discretion.

**13. Periodic Payment.** If Borrower has a Business Card, Bankcard determines if the Borrower must pay the Outstanding Balance (the total "New Balance") in full or pay less than the total amount of the New Balance shown on the Periodic Statement unless the entire Outstanding Balance has become due as provided for in paragraph 21 of this Agreement. In the event that Bankcard does not require the Borrower to pay the entire Outstanding Balance shown on the Periodic Statement each month by the due date indicated, Borrower agrees to pay a minimum Periodic Payment each month equal to the greater of 2% of the "New Balance" shown on the Periodic Statement or \$20.00. Even though Borrower pays more than the minimum payment during any individual billing cycle, the minimum payment will be due in all later billing cycles. Please note that if your account falls into the Late Payment Rate, your minimum monthly payment may increase to 3% to avoid negative amortization. If Borrower has a Corporate Card, a Purchasing Card or a Fleet Card, Borrower must pay the entire Outstanding Balance shown on the Periodic Statement each month by the due date indicated. In addition to any other payment obligations under this Agreement, Borrower agrees to immediately pay the full amount of any outstanding balance exceeding Borrower's Credit Limit.

**14. Other Charges.** Borrower understands that the cost of copies of statements, sales tickets, and other information not routinely provided to cardholders will be charged to Borrower if this information is requested. Borrower agrees that Bankcard will charge a late fee of \$35.00 for any minimum periodic payment that is not posted to your account by the payment due date. Borrower agrees that a fee of \$35.00 for exceeding its credit limit will be imposed for each billing period during which the balance exceeds the Maximum Credit Limit established by Bankcard. Borrower understands that a Cash Advance appearing on the Periodic Statement is considered a part of the Outstanding Balance from the date of the transaction or if posted in the next billing cycle, then on the first day of the next billing cycle, whichever is later. Regardless of when the payment is made, an initial charge equal to 4% of each Cash Advance and/or Balance Transfer with a minimum of \$10.00 will be charged to Borrower's account in addition to any FINANCE CHARGES that apply. If any payment by Borrower is returned unpaid, for any reason, Bankcard may charge and Borrower agrees to pay, a returned payment fee of \$35.00. If you request a copy of a statement, unless it is in connection with a billing error resolution process, Bankcard may charge and Borrower agrees to pay, a fee of \$5.00 per statement copied. If Borrower requests that Bankcard expedite delivery or replacement of any Card, and we are able to do so, Bankcard may charge and Borrower agrees to pay a fee of \$25.00. All fees will be subject to the FINANCE CHARGES applicable to Purchases, except that the Cash Advance fee will be subject to the FINANCE CHARGE applicable to Cash Advances.

**15. Foreign Transactions and Fees.** Visa or MasterCard International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard regulations. The conversion rate may differ from the rate on the date of your transaction. Currently, Visa and MasterCard use a currency conversion rate of either: (1) a wholesale market rate, or (2) a government-mandated rate. Visa and MasterCard use, under their respective regulations, either the rate in effect on (1) the date the transaction is processed or (2) the day before the date the transaction is processed. Bank may charge a (3%) foreign transaction fee for transactions made or processed outside the U.S.

**16. Security.** No security interest is retained in Borrower's property under this Plan.

**17. Membership Fee.** None.

**18. Liability for Unauthorized Use.** Borrower may be liable for the unauthorized use of Cards. "Unauthorized Use" means the use of a Card by a person other than an authorized employee, who does not have actual, implied, or apparent authority for such use, and from which Borrower receives no benefit. Borrower's liability for unauthorized use will not exceed \$50.00 per account if Borrower has fewer than ten (10) cards issued. If Borrower has ten (10) or more cards issued, it will be responsible for all unauthorized use of the Cards. Borrower will not be liable for any unauthorized use of Cards that occurs after it notifies BB&T Bankcard, P.O. Box 698, Wilson, NC 27894-0698 (1-800-397-1253) orally or in writing of the loss, theft, or possible unauthorized use of Cards.

**19. Borrower's Promises.** Borrower shall deliver to Bankcard as soon as available, and in any event not later than 90 days after the end of fiscal year of Borrower, financial statements of Borrower in form and detail satisfactory to Bankcard. Borrower further agrees to provide Bankcard from time to time such other information as Bankcard may reasonably request.

Borrower shall promptly notify Bankcard of the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of Borrower.

**20. This account may be used for legal purposes only.** The Bank at its discretion may block any transactions that could be considered of an illegal or at-risk nature. We will not be liable if you engage in an illegal transaction.

**21. Events of Default.** Borrower will be in default under this Plan and Agreement if any of the following events shall occur: Guarantor shall be in default hereunder upon: (a) failure of the Company or Guarantor to comply with any requirement of this Agreement including payment when due; (b) the death, dissolution, termination of existence, insolvency, or business failure of the Company or Guarantor, appointment of a receiver for any part of the property or for any such party, assignment for the benefit of creditors or the commencement of any proceedings in bankruptcy or insolvency by or against the Company or Guarantor; (c) the entry of a judgment against the Company or Guarantor; (d) the issuing of any attachment or garnishment, or the filing of any lien against any property of the Company or Guarantor; (e) the taking of possession of any substantial part of the property of the Company or Guarantor at the instance of any governmental authority; (f) the merger, consolidation or reorganization of the Company or Guarantor; (g) the determination by Bank that a material adverse change has occurred in the financial condition of the Company or Guarantor from the condition of such party as disclosed to Bank in any manner; (h) if any representation or statement made to Bank by or on behalf of the Company or Guarantor is untrue in any material respect, or if there is any material omission in any representation or statement made to Bank by or on behalf of the Company; or (i) if Borrower fails to provide complete current financial or other information when due or upon Bankcard's request. Bankcard should believe, in good faith, that the chances of Borrower paying or performing all of its obligations under this Agreement have been impaired; or (j) if any of the undersigned or any Obligor shall fail to furnish information to Bank sufficient to verify the identity of the undersigned or any Obligor as required under the USA PATRIOT Act.

**22. Remedies.** If any of the above events of default should occur, Bankcard may declare the Outstanding Balance immediately due and payable, without notice, with interest due on these balances at the applicable ANNUAL PERCENTAGE RATE provided in this Agreement until paid, and Bankcard may terminate the use of Cards for credit or Cash Advances, at its option, and without notice. Bankcard may take the foregoing action as to any or all Cards and associated balances, or as to all Cards and the entire Outstanding Balance. If Borrower fails to pay all or part of the Outstanding Balance immediately on Bankcard's demand, Borrower agrees to pay all of Bankcard's collection expenses, including reasonable attorneys' fees. Bankcard will not be obligated to accept any check, money order, or other payment instrument marked "payment in full" delivered on any disputed account, loan balance, fee, or expense owed, and it expressly reserves the right to reject all such payment instruments. All communications concerning any disputed amounts owed, including without limitation any payment instrument tendered in good faith as full satisfaction of the amount owed, must be sent to the following address: BB&T, Bankcard Disputed Payments, P.O. Box 200, Wilson, NC 27894-0200. Borrower agrees that if it fails to send any communications, check, money order or other payment instrument purporting to pay any disputed amount due hereunder in full, to the address designated above, the obligation referred to will not be satisfied, and shall be deemed not to have been made in good faith, even if such payment instrument is inadvertently processed by Bankcard.

**23. Right of Setoff.** Borrower authorizes Bank, to the extent permitted by applicable law, to charge, withdraw or setoff all sums owing on the Plan against any and all of Borrower's deposit accounts (whether checking, savings, or some other account) or securities now or hereafter in the possession of or on deposit with Bank or any affiliate or subsidiary of Bank including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding all IRA, Keogh and trust accounts, without prior demand or notice to Borrower.

**24. Amendments.** Bankcard may amend this Agreement and Plan, from time to time, upon 15 days advance notice to the Borrower. Borrower agrees that the new terms, including any increase or decrease in the FINANCE CHARGE or other charges provided in this agreement, shall apply to both new Cash Advances and new Purchases made on and after the effective date of the changes and to any unpaid Outstanding Balances on the effective date, unless Borrower opts not to accept the new terms. If Borrower opts not to accept the new terms, then Borrower's Cards will be terminated and Outstanding Balances will be paid in accordance with existing terms.

**25. Termination.** Borrower and Bankcard may each terminate this Agreement immediately at any time either for cause or without cause. No Card shall be used for any Purchase or any Cash Advance upon termination. Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to Bankcard with respect to such transactions, (iii) the indemnity provided by Borrower in Paragraph 26 of this Agreement, and (iv) the arbitration provisions of Paragraph 29. Furthermore, upon any termination, Borrower shall reimburse Bankcard for any out-of-pocket expenses incurred in connection with this Agreement, including without limitation the costs associated with unused customized cards and forms.

If Bankcard terminates a particular Card, Borrower agrees to use all reasonable efforts to obtain the Card and return it, cut in half, to Bankcard or otherwise destroy it. Notwithstanding such termination, this Agreement shall remain in full force and effect and Borrower shall continue to be liable for full payment with respect to (i) the balance on the closed Card and all charges to such Card, including but not limited to Purchases, Cash Advances, and any transactions that post after such Card is closed, and (ii) all fees and other charges of any type as shall have accrued or as shall occur or accrue to Bankcard with respect to such transactions.

**26. Indemnification.** Borrower shall indemnify and hold harmless Bankcard and its affiliates and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement except to the extent such Losses solely result from, arise out of or relate to the gross negligence or willful misconduct of Bankcard, its affiliates, or their respective directors, officers, employees, or agents.

#### **27. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES.**

BANKCARD SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

In addition, Borrower acknowledges and agrees that Visa or MasterCard shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa or MasterCard member (including Bankcard) or by the agents, brokers, cardholders (including the Company or any Authorized Cardholder), or merchants of any such Visa or MasterCard member arising out of the Visa or MasterCard Card product, including without limitation the Visa or MasterCard Card Account and services provided under this Agreement.

VISA AND MASTERCARD DISCLAIM ALL WARRANTIES WITH RESPECT TO THE VISA OR MASTERCARD CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR MASTERCARD OR THEIR CONTRACTORS (INCLUDING BANKCARD), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE.

**28. Assignment/Binding Effect.** This Agreement (including any of the Borrower's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by Borrower without prior written consent by Bankcard. This Agreement shall be binding upon the representatives and permitted successors and assigns of Borrower. No consent is required for Bankcard to assign or otherwise transfer this Agreement or its rights or obligations hereunder.

**29. ARBITRATION DISCLOSURE.** By applying for a Card, Cardholder agrees that if a dispute of any kind arises out of or relates to this Agreement or Cardholder's application for a Card, either Cardholder or Bank can choose to have that dispute resolved by binding arbitration as set forth in the Arbitration Provision below. If arbitration is chosen, it will be conducted pursuant to then applicable rules for consumer arbitrations of the American Arbitration Association, JAMS, or the National Arbitration Forum. If Cardholder has any questions concerning those organizations, or wishes to obtain a copy of their rules and forms, Cardholder may call the following numbers or visit the listed websites:

American Arbitration Association  
335 Madison Avenue, Floor 10  
New York, New York 10017-4605  
Telephone: (212) 716-5800  
Facsimile: (212) 716-5905  
E-mail: [WebSite@mail@aadr.org](mailto:WebSite@mail@aadr.org)  
Website: [www.adr.org](http://www.adr.org)

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
Telephone: (877) 655-7755  
E-mail: info@arb-forum.com  
Website: www.arbitration-forum.com

JAMS  
One Atlantic Center  
1201 West Peachtree, NW  
Suite 2650  
Atlanta, GA 30309  
Telephone: 404-588-0900  
Facsimile: 404-588-0905  
E-mail: mkovansky@jamsadr.com  
Website: www.jamsadr.com

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO ANY CLAIM DISPUTE OR CONTROVERSY, NEITHER CARDHOLDER NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT, OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR THIS ARBITRATION PROVISION. FURTHER, CARDHOLDER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR CLAIMANTS WITH RESPECT TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS ARBITRATION PROVISION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT CARDHOLDER WOULD HAVE IF CARDHOLDER WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT CARDHOLDER READ THE ENTIRE ARBITRATION PROVISION CAREFULLY BEFORE SIGNING THIS AGREEMENT.

**ARBITRATION PROVISION.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between Cardholder and Bank arising from or relating to this Agreement or the relationships resulting from this Agreement, including the validity and scope of this Arbitration Provision or the Agreement. "Claim" or "Claims" includes claims of over kind and nature between Cardholder and Bank, including, but limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statutes, regulations, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between Cardholder and Bank that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any balances on the Account; (b) the goods or services (including insurance or extended service contracts, if any) charged to the Account; (c) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing; (d) your application for the Account; and (e) the origination or servicing of the Account and the collection of the amounts owed by Cardholder to Bank.

Upon the election of either Cardholder or Bank, any Claim between Cardholder and Bank shall be resolved by binding arbitration pursuant to this Arbitration Provision and the applicable rules of the American Arbitration Association, JAMS, or the National Arbitration Forum in effect at the time the Claim is filed. Cardholder may select one of these organizations to serve as the arbitration administrator (a) if you initiate an arbitration against us or (b) if either cardholder or Bank compels arbitration of a Claim which the other party has brought in court. In addition, if Bank initiates arbitration against Cardholder, Bank will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator.

If you fail to select an arbitration administrator within the 20-day period, Bank will select one. In all cases, the arbitrator chosen shall be a lawyer with more than 10 years experience or a retired judge. If, for any reason, the selected arbitration organization is unable to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list. If you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim (s) subsequently asserted in that lawsuit by any other party or parties. Bank agrees that it will not elect to arbitration an individual Claim that Cardholder brings against Bank in small claims court or Cardholder's state equivalent court, if any. However, if that claim is transferred or appealed to a different court, Bank reserves the right to elect arbitration. The arbitrator(s) shall have no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide Bank's or Cardholder's Claims and may not consolidate or join the claims of other persons who may have similar claims. Any in-person arbitration hearing that Cardholder attends will take place at the location provided for in the applicable rules of the organization chosen as arbitration administrator. At the request of the Bank or Cardholder or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct the production of documents and other information. The arbitrator shall have the authority to grant whatever remedies would be available to Cardholder under applicable federal, state or local laws. Cardholder will be required to pay those filings and hearings fees required by the applicable rules of the organization chosen as arbitration administrator. At Cardholder's request, Bank will advance the first \$500 of the filing and hearing fees for any Claim that Cardholder may file against Bank. The arbitrator will decide whether Bank or Cardholder ultimately will be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness' fees, regardless of which party prevails in the arbitration.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Consistent with the choice-of-law provision of this Agreement, the arbitrator(s) shall apply the applicable substantive law of the State of North Carolina. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This Arbitration Provision shall survive payment of Cardholder's obligations under this Agreement, termination of this Agreement, or termination of any or all Cards. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules of the organization chosen as arbitration administrator, this Arbitration Provision shall govern.

**30. Notices.** All notices under this Agreement shall be given in the manner which follows: All notices permitted or required by this Agreement shall (unless otherwise specified in this Agreement) be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, telegram, or facsimile, addressed, in the case of notice to Bankcard, to the address specified in Paragraph 22 above and in the case of Borrower, to the address by its signature.

**31. Miscellaneous.** Borrower agrees that by signing the "BB&T Commercial Card Application" and this Incorporated Agreement under seal, which means that Bankcard may sue Borrower within 20 years after the total debt under this Agreement is due if Borrower defaults.

Notwithstanding any other provisions of this Agreement, Bankcard shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, MasterCard, Borrower or any third party, severe weather, war, civil commotion, governmental action, fire, explosion, strikes, or other industrial disturbances, equipment malfunction, or any other cause beyond Bankcard's reasonable control.

**32. Notice of Furnishing of Negative Information.** Bank may report information about your Account to Credit Bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

This Agreement and your account will be governed by and interpreted in accordance with the laws of the United States and, to the extent applicable, the laws of the State of North Carolina, without regard to its conflict of laws principles.

**BB&T Business Card Continuing and Unconditional Guaranty  
on continuing pages**

## BB&T Business Card Continuing and Unconditional Guaranty

For good and valuable consideration and for the purpose of inducing Branch Banking and Trust Company, 200 West Second Street, Winston-Salem, NC 27101 ("Bank"), and its successors and assigns to extend or continue to extend, make, renew, or modify the BB&T Business Card Plan ("Plan") of **CITY OF MOUNTAIN BROOK ALABAMA** (the "Company"), the undersigned Guarantor (jointly and severally, if more than one, "Guarantor") absolutely and unconditionally guarantees and promises to pay to Bank on demand, the Plan indebtedness of the Company arising in connection with each and every separate BB&T Business Card account ("Account") established from time to time pursuant to the Plan on the terms and conditions herein.

**NATURE OF GUARANTY.** The liability of Guarantor hereunder is unlimited and the obligations of Guarantor are continuing. Guarantor hereby guarantees the prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of all Plan indebtedness and the prompt performance of the Company's obligations under the BB&T Commercial Card Plan Agreement whether now, new, or hereafter existing, and all extensions, modifications, and substitutions thereof (the "Agreement"). The Plan indebtedness shall include any amounts owed by the Company pursuant to the Plan. No payments made upon the Plan indebtedness will discharge or diminish the continuing liability of Guarantor in connection with any remaining portions of the Account indebtedness which subsequently arises or is thereafter incurred or contracted. This is not a special guaranty or guaranty of collection.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Bank and will continue in full force for as long as the Company has ability to borrow under the Plan and until the Plan indebtedness is paid in full and any other obligations of Guarantor under this Guaranty have been fully performed. This Guaranty and Guarantor's obligations hereunder remain fully enforceable irrespective of any claim, defense or counterclaim which the Company may assert on the Plan, including but not limited to failure of consideration, breach of warranty, payment, statute of limitations, accord and satisfaction, and usury, all of which Guarantor hereby waives along with any standing by Guarantor to assert any of these claims, defenses or counterclaims.

**GUARANTOR'S AUTHORIZATION TO BANK.** Guarantor authorizes Bank, without notice or demand and without affecting Guarantor's liability under this Guaranty, from time to time to alter, supplement, compromise, modify, renew, extend, terminate, accelerate, waive or otherwise change the time for payment, the amount of payment or any other term, condition or provision of the Plan.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Bank that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of the Guaranty; (b) Guarantor has independently investigated (and relies exclusively on); (i) the Company's credit and payment history with Bank, if any, and (ii) the Company's past, current and projected financial condition; (c) upon Bank's request, Guarantor will provide to Bank financial and credit information in a form acceptable to Bank; (d) Guarantor has established adequate means of obtaining from the Company on a continuing basis information regarding the Company's financial condition; (e) the execution and delivery of the Guaranty does not violate or constitute a breach of any agreement to which the Guarantor is a party; and (f) there is no litigation, claim, action or proceeding pending or, to the best knowledge of the Guarantor, threatened against the Guarantor which would materially adversely affect the financial condition of the Guarantor or his ability to fulfill his obligations hereunder.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Bank (a) to make any presentations, protest, demand, or notice of any kind, including notice of any nonpayment of the Plan indebtedness or notice of any action or nonaction on the part of the Company; or (b) to resort for payment or to proceed directly or at once against any person, including the Company, or any property.

If now or hereafter the Company shall be or become insolvent, Guarantor hereby forever waives and relinquishes in favor of Bank and the Company, any claim, right or remedy to payment Guarantor may now have or hereafter have or acquire against the Company that arises hereunder including any claim, remedy or right or subrogation, reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Bank against the Company.

Guarantor also waives any and all rights or defenses arising by reason of any election or remedies by Bank which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against the Company for reimbursement. If payment is made by the Company, or by any third party and thereafter Bank is forced to remit the amount of that payment to the Company's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Plan indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. This provision shall survive termination of the Guaranty.

**RIGHT OF SETOFF.** Guarantor authorizes Bank, to the extent permitted by applicable law, to charge, withdraw or setoff all sums owing on the Plan against any and all of Guarantor's deposit accounts (whether checking, savings, or some other account) or securities now or hereafter in the possession of or on deposit with Bank or any affiliate or subsidiary of Bank including without limitation all accounts held jointly with someone else and all accounts Guarantor may open in the future, excluding however all IRA, Keogh and trust accounts, without prior demand or notice to Guarantor.

**EVENTS OF DEFAULT.** Guarantor shall be in default hereunder upon the occurrence of any default enumerated in the Plan.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty.

**AMENDMENTS.** This Guaranty constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty and supercedes all prior understanding and correspondence, oral or written, with respect to the subject matter hereof. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**APPLICABLE LAW.** This Agreement and your account will be governed by and interpreted in accordance with the laws of the United States and, to the extent applicable, the laws of the State of North Carolina, without regard to its conflict of laws principles.

**ATTORNEY'S FEES; EXPENSES.** Guarantor agrees to pay upon demand all of Bank's costs and expenses, to the extent permitted by applicable law, including reasonable attorney's fees, court costs and Bank's legal expenses, incurred in connection with the Account or the enforcement of the Guaranty. Cost and expenses include Bank's reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, for bankruptcy proceedings (and including efforts to modify or vacate any stay or injunction), appeals, and any anticipated post-judgment collection services.

**INTERPRETATION.** All words used in the Guaranty in the singular shall be deemed to have been used in the plural and vice-versa. The words "Guarantor", "Company", and "Bank" include the heirs, successors, assigns, and transferees of each of them. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and all provisions of this Guaranty in all other respects shall remain valid and enforceable.

**WAIVER.** Bank shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver by Bank of a provision of this Guaranty shall not prejudice or constitute a waiver of Bank's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Bank, nor any course of dealing between Bank and Guarantor, shall constitute a waiver of any of Bank's rights or of any of Guarantor's obligations as to any future transactions.

IN WITNESS WHEREOF, each of the parties has caused this Guaranty to be executed and its seal to be affixed hereto as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Guarantors of Company**

<input type="checkbox"/> SSN _____ Birth Date _____	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Drivers License # _____
<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ Drivers License # _____

Name(s): \_\_\_\_\_

Physical Address \_\_\_\_\_

(Seal) Date \_\_\_\_\_

Signature \_\_\_\_\_

<input type="checkbox"/> SSN _____ Birth Date _____	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Drivers License # _____
<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ Drivers License # _____

Name(s): \_\_\_\_\_

Physical Address \_\_\_\_\_

(Seal) Date \_\_\_\_\_

Signature \_\_\_\_\_

**Guarantors of Company**

---

<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____
<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____

---

Name(s): \_\_\_\_\_

---

Physical Address \_\_\_\_\_

---

(Seal) Date \_\_\_\_\_

---

Signature \_\_\_\_\_

---

<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____
<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____

---

Name(s): \_\_\_\_\_

---

Physical Address \_\_\_\_\_

---

(Seal) Date \_\_\_\_\_

---

Signature \_\_\_\_\_

---

<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____
<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____

---

Name(s): \_\_\_\_\_

---

Physical Address \_\_\_\_\_

---

(Seal) Date \_\_\_\_\_

---

Signature \_\_\_\_\_

---

<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	Are you a US Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____
<input type="checkbox"/> SSN _____ Birth Date _____	<input type="checkbox"/> ITIN _____ Birth Date _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____ Driver License # _____

---

Name(s): \_\_\_\_\_

---

Physical Address \_\_\_\_\_

---

(Seal) Date \_\_\_\_\_

---

Signature \_\_\_\_\_

**Guarantors of Company**

<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN _____	Are you a US Citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____
Birth Date _____		Drivers License # _____	
<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	
Birth Date _____		Drivers License # _____	

Name(s): \_\_\_\_\_

Physical Address \_\_\_\_\_

(Seal) Date \_\_\_\_\_

Signature \_\_\_\_\_

<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN _____	Are you a US Citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____
Birth Date _____		Drivers License # _____	
<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	
Birth Date _____		Drivers License # _____	

Name(s): \_\_\_\_\_

Physical Address \_\_\_\_\_

(Seal) Date \_\_\_\_\_

Signature \_\_\_\_\_

<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN _____	Are you a US Citizen?	<input type="checkbox"/> Yes <input type="checkbox"/> No _____
Birth Date _____		Drivers License # _____	
<input type="checkbox"/> SSN	<input type="checkbox"/> ITIN _____	<input type="checkbox"/> Yes <input type="checkbox"/> No _____	
Birth Date _____		Drivers License # _____	

Name(s): \_\_\_\_\_

Physical Address \_\_\_\_\_

(Seal) Date \_\_\_\_\_

Signature \_\_\_\_\_

**RESOLUTION NO. 2015-178**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a Contract for General Services with Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

**ADOPTED:** This 23rd day of November 2015.

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

**APPROVED:** This 23rd day of November 2015.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on November 23, 2015, as same appears in the minutes of record of said meeting.

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

## **CONTRACT FOR GENERAL SERVICES**

This contract for services ("Contract") is entered into by and between the City of Mountain Brook, an Alabama municipal corporation ("City"), and the Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation ("ClasTran").

WHEREAS, ClasTran provides much needed, cost effective services to communities and families, including those in Mountain Brook, Alabama; and

WHEREAS, ClasTran provides low cost, subsidized transportation services to the following riders, including those who live in, work in or visit Mountain Brook:

1. People who are sixty years of age or older;
2. People who are eligible for paratransit under the Americans with Disabilities Act; and
3. People who reside in and travel to or from rural Jefferson or Shelby Counties.

WHEREAS, ClasTran receives its primary funding through federal transportation agency grant funds which require a local match from local governments; and

WHEREAS, as a result, ClasTran depends on financial support from local governments to provide such services and has requested assistance from the City so that it may continue to provide needed services to residents of Mountain Brook; and

WHEREAS, in consideration of the payment referred to hereinafter, ClasTran has agreed to offer such transportation services for the residents of the City, as set forth below.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and ClasTran hereby agree as follows:

1. City shall pay to ClasTran the sum of two hundred dollars (\$200.00) for services for the one-year period from October 1, 2015 through September 30, 2016 ("Contract Funds"). ClasTran understands and agrees that the City is entering into this agreement for one year only and that there is no expectation to future funding of any sort from the City.
2. In consideration of the payment of the Contract Funds by City, ClasTran shall offer transportation services to eligible riders in the City of Mountain Brook and serve such riders on an as needed and where needed basis, pursuant to the duly established policies, procedures, terms and conditions of ClasTran.
3. ClasTran shall provide all personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. ClasTran is an independent contractor and none of its agents or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations

conducting business for, or on behalf of, ClasTran be deemed to be agents or employees of City.

4. ClasTran shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:
  - a. the performance, or attempted performance, by ClasTran or its agents or employees of ClasTran's obligations under this contract; and
  - b. any claim that the Contract Funds were improperly paid by City to ClasTran.
5. ClasTran agrees to employ accounting procedures which are appropriate to the types of operations conducted by ClasTran and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by ClasTran for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. ClasTran agrees that, upon request from City, ClasTran will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.
6. ClasTran and the representative of ClasTran, who executes this Contract, by the execution of this Contract, certify that:
  - a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
  - b. neither ClasTran nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and;
  - c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, ClasTran shall immediately refund

to City all amounts paid by City pursuant to this Contract.

IN WITNESS WHEREOF, ClasTran has caused this Contract to be executed by its duly authorized representative on \_\_\_\_\_, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) \_\_\_\_\_, but this contract shall be effective as of (date)\_\_\_\_\_.

ATTEST:

ClasTran

\_\_\_\_\_

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

ATTEST:

City of Mountain Brook

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_  
Lawrence T. Oden  
Its Mayor



P.O. Box 10386, Birmingham, AL 35202-0386  
Phone (205) 325-8787 Fax (205) 325-8788

*Central Alabama's Specialized Transit  
A Project of the Birmingham Regional Paratransit Consortium*

November 3, 2015

Mr. Gaston,

Thank you for taking the time to visit with me today about Clastran's funding request of \$200 for the year of FY 2015-16.

I have included some materials for your inspection of Clastran's Rider's Guide and Handbook as well as an application form. Clients just need to be over 60 years old or have a handicap to ride our buses. Each bus is equipped with a lift to accommodate a wheelchair. Our service is curb to curb with a subsidized fee of \$4.00 each way and we offer this service Monday through Friday from 7 a.m. to 5 p.m. Typically riders use our service to attend senior centers in Jefferson County, go to medical appointments, dialysis, physical therapy, employment or shopping. We transport folks in your area to Brookwood mall, Brookwood Hospital, The Botanical Garden, Western Supermarket and many surrounding businesses. There are some riders who are employed in Mountain Brook village who use Clastran's service every week.

I have enclosed a report from the immediate past year ending September 30, 2015 showing 36 rides in the City of Mountain Brook although with the aging Baby Boomer population we expect that number to increase. Generally riders come from the low income population; however your donation would be maximized since our Federal Grant is an 80/20 basis so each \$100 donation brings down an additional \$400 from the Federal 5310 Transportation grant reserved for Jefferson County in Washington, D. C.

We hope that your City Council will consider this request in order to help those in our community who rely on Clastran for their transportation needs.

We would appreciate a few minutes at the next Pre-council meeting to answer questions and make a short presentation about Clastran and answer any questions.

Thank you.

Samantha St. John

Clastran CFO



P.O. Box 10386, Birmingham, AL 35202-0386  
Phone (205) 325-8787 Fax (205) 325-8788

---

*Central Alabama's Specialized Transit  
A Project of the Birmingham Regional Paratransit Consortium*

August 31, 2015

Mayor Lawrence Terry Oden  
City of Mountain Brook  
56 Church Street  
P.O. Box 130009  
Mountain Brook, AL 35213

Re: ClasTran 2016 Local Match

Dear Mayor Oden,

ClasTran is projected to complete 128,371 trips from October 2014 to September 2015 for the elderly, disabled, and rural citizens of Jefferson County. Services consist of doctor's appointments, dialysis treatments, travel to adult daycare facilities, and other essential services. We are requesting \$200.00 in local match funding from your city. We would use this with other matching funds from Jefferson County to provide service using ClasTran buses to your city and the surrounding area.

Historically, the primary source of local funding has been the Jefferson County Commission. We are not sure what funding Jefferson County will be able to provide to ClasTran for 2015-2016. Funding from Jefferson County municipalities will be required to continue providing trips in cities that are currently being served by ClasTran routes.

If possible ClasTran would like to receive a local match commitment in writing by September 30, 2015. We hope that you and the City Council will favorably consider this request. Our elderly and disabled citizens rely on this service every day.

If you have any questions, please feel free to call me at 205-325-8787 or e-mail me at [fehurch@clastran.com](mailto:fehurch@clastran.com).

Sincerely,

Fenn Church  
Executive Director

***"Developing Partnerships to Meet the Challenge"***

<b>MOUNTAIN BRK</b>	<b>MEDICAL</b>											1	1	2
<b>MOUNTAIN BRK Total</b>												1	1	2
<b>MOUNTAIN BROOK</b>	<b>MEDICAL</b>	1	1	6	1	1			1		2			13
	<b>PERSONAL</b>		20											20
	<b>PHYS THRPY</b>										1			1
<b>MOUNTAIN BROOK Total</b>		1	21	6	1	1			1		3			34

36 total

### Who is Eligible to Ride?

In the urbanized areas of Jefferson and Shelby counties, people are eligible to ride if they are age 60 and over or if they are disabled. An application must be filled out to determine eligibility.

In Walker County and the rural areas of Jefferson and Shelby counties, anyone can ride.

### How Do I Schedule a Ride?

Call (205) 325-8787 or (877) 826-7876 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. You may leave a voicemail message if calling after hours or on weekends.

Reservations can be made a maximum of 14 days in advance. Reservations for next day service MUST be made by 11:00 a.m. Same day service is not provided and all reservations are based on availability.

### What Information Do I Need to Provide?

- First and last name of rider
- Date of trip
- Address and phone number of pick-up
- Address of drop-off location
- Requested arrival time/appointment time
- Requested return time, if return trip
- Notify if you will be using a wheelchair and/or traveling with a personal care attendant or service animal

### How Do I Cancel a Reservation?

You must call (205) 325-8787 or (877) 826-7876 two hours before your scheduled pick-up time to cancel a trip.

### What is My Pick-Up/Drop-Off Time?

Every attempt is made to pick up as close to the scheduled time as possible. The vehicle may arrive from 15 minutes before your scheduled pick-up time to 15 minutes after your scheduled pick-up time. Please be ready at least 15 minutes before the scheduled pick-up time, so the driver can stay on schedule. If the vehicle has not arrived by 15 minutes after your scheduled time, call Clastran to report the situation and receive further assistance.

### How Long Will it Take to Get There?

All service is shared ride. This means there may be other people on the vehicle with you. The driver may stop to pick up or drop off other people on the way to your destination. This may cause delays. Your patience is appreciated.

### May I Bring My Pet?

Riders may travel with a service animal, but pets will not be transported. When calling to make a reservation, please advise if you will be accompanied by a service animal.

**Clastran**  
PO Box 10386  
Birmingham, AL 35202-0386

May 2010



## Rider's Guide



Clastran is a shared-ride, curb-to-curb public transportation service

**Clastran**  
PO Box 10386  
Birmingham, AL 35202 0386  
Phone: 205-325-8787  
TDD: 205-325-8129  
www.clastran.com

### May I Bring a Child?

A car seat or booster seat must be used for any child under six years of age. Rear-facing car seats are recommended until the child is one year old or 20 pounds. Forward-facing car seats should be used until the child is five years old or weighs 40 pounds. Alabama law requires children to ride in booster seats until reaching six years of age.

ClasTran does not provide child safety seats. Drivers are not permitted to secure child safety seats. It is the responsibility of the rider to provide and secure the safety seat. When calling to make a reservation, please advise if you will be riding with a child. All children will be charged full fare.

### May I Bring a Companion?

A rider may travel with one companion for the same fare as the rider. A companion is not a personal care attendant. A companion travels with the rider for company, not for assistance. When calling to make a reservation, please advise if you will be riding with a companion.

### May I Bring a Personal Care Attendant?

A Personal Care Attendant (PCA) is someone who assists the rider with mobility. A PCA will be allowed to ride without charge when accompanying the eligible individual to or from the same origin and destination. A PCA and a fare paying companion may both travel with you on the same trip. When calling to make a reservation, please advise if you will be riding with a PCA.

### May I Ride With Medical Equipment?

Riders may bring a respirator, portable oxygen, and/or other medical equipment as long as it does not violate laws or rules related to transportation of hazardous materials. Equipment must be small enough to fit in the vehicle and be fully secured during transport.

### Can You Transport My Wheelchair?

All vehicles equipped with lifts or ramps meet specifications under the Americans with Disabilities Act of 1990. They will accommodate mobility devices up to 48" X 30" with a maximum weight of 600 pounds when occupied. ClasTran cannot transport mobility devices that exceed these standards.

Please be aware that a rider's safety cannot be guaranteed if riders choose to remain seated in three-wheeled scooters or rolling walkers with a seat during transport.

### How Is the Fare Collected?

Fares will be collected by the driver at the beginning of the trip. Any combination of cash, check, money order, or ClasTran ticket will be accepted. Correct fare must be provided to the driver. Drivers do not make change. All riders will receive a receipt from the driver if paying by cash, check, or money order. Medicaid vouchers are not accepted. ClasTran charges a \$25 service fee for all returned checks.

### Where Can I Purchase Tickets?

By Mail  
PO Box 10386  
Birmingham, AL 35202

In Person  
2121 Rev. Abraham Woods, Jr. Blvd.  
Suite 1100  
Birmingham, AL 35203

### Where Can I Get More Information?

Please visit ClasTran's website at [www.clastran.com](http://www.clastran.com) for more information. An application is available for those in the Jefferson/Shelby County urbanized areas and an information sheet is available for those in rural areas.

Or you may call ClasTran between 8:00 a.m. and 5:00 p.m. Monday through Friday at:

Phone: 205-325-8787  
TDD: 205-325-8129  
Toll Free: 877-826-7876  
Email: [aweary@clastran.com](mailto:aweary@clastran.com)

### Holidays

Service is not offered on the following holidays:

New Year's Day  
Martin Luther King Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

### Jefferson and Shelby Demand Response

This is a shared use curb-to-curb service that operates in response to advance reservation. A vehicle is scheduled to pick up the passenger and transport to the desired destination.

Hours	Fare
Monday through Friday 7:00 a.m. – 5:00 p.m.*	\$4.00 one-way \$8.00 round trip

\*Riders will arrive at their final destination by this time

### Walker County Deviated Fixed Routes

In addition to boarding the bus at specified stops, the bus will deviate from the route to pick up passengers who are located within ¼ mile of the route and are unable to get to the bus stop.

#### County Routes

Monday	Sipsey/Sumiton
Tuesday	Cordova/Sumiton/Dora
Wednesday	Parrish/Oakman
Thursday	Nauvoo/Carbon Hill

Hours	Fare
Monday through Thursday 7:30 a.m. – 2:30 p.m.*	\$4.00 one-way \$8.00 round trip

\*Riders will arrive at their final destination by this time. All routes connect to Jasper.

#### City of Jasper

Hours	Fare
Monday through Friday 6:30 a.m. – 6:30 p.m.	\$5.50 one-way trip \$10 annual pass

#### Americans with Disabilities Act

- All vehicles are lift-equipped
- All stops are announced by the driver

Fare is \$1.00 for a one-way trip.  
Annual passes are not available for paratransit.

**ClasTran**  
PO Box 10386  
Birmingham, AL 35202-0386

Funded in part by: *FTA, ALDOT, Jefferson County, Shelby County, Walker County, Walker Area Community Foundation, The City of Birmingham, UCP, ARC and various Municipalities*

June 2015



## Rider's Handbook



**ClasTran**  
PO Box 10386  
Birmingham, AL 35202-0386  
Phone: 205-325-8787  
Toll Free: 1-877-826-7876  
TDD: 205-325-8129

*"Developing Partnerships to Meet the Challenge"*

**TABLE OF CONTENTS**

Introduction..... 1  
Conduct on Vehicles.....2  
Jefferson and Shelby Counties..... 3  
Fare Collection ..... 3  
Walker County .....4  
Holidays.....5  
Purchase Tickets .....5  
Scheduling a Ride..... 6  
Cancelling a Reservation.....6  
Children.....7  
Medical Equipment.....7  
Pick-up and Drop-off.....8  
No-Show/Late Cancellation .....8  
Companions .....9  
Personal Care Attendant.....9  
Service Animals.....9  
Packages.....9  
Wheelchairs.....10  
Subscription Trips.....10  
Rider Responsibilities.....11  
Driver Responsibilities.....12  
Drivers Are Not Permitted To .....13  
Causes for Suspension of Service .....14  
Suspension Process.....15  
Appealing a Suspension.....16  
Comments .....16  
Complaint Procedures.....17

**INTRODUCTION**

This Handbook informs riders of the policies and procedures established by ClasTran to provide safe and efficient transportation services.

In Jefferson and Shelby counties, ClasTran provides curb-to-curb demand-response service. It is the responsibility of the rider to arrange for assistance from curb to door, if needed.

All service is shared ride. This means there may be other people on the vehicle with you. The driver may stop to pick up or drop off other people on the way to your destination. This may cause delays and your patience is appreciated.

Please visit ClasTran's website at [www.clastran.com](http://www.clastran.com) for more information. An application is available for riders in the Jefferson/Shelby County urbanized areas and an information sheet is available for riders in the rural areas of Jefferson/Shelby and all of Walker County.

You may contact ClasTran between 8:00 a.m. and 5:00 p.m. Monday through Friday at:

Phone: 205-325-8787

TDD: 205-325-8129

Toll Free: 877-826-7876

Email: [aweary@clastran.com](mailto:aweary@clastran.com)

U.S. Mail: PO Box 10386

Birmingham, AL 35202-0386

This Handbook is available in audio format upon request.

**CONDUCT ON VEHICLES**

The following is never allowed when riding on ClasTran vehicles:

- Smoking
- Inappropriate displays of affection or sexual advances
- Eating or drinking on board unless medically necessary
- Riding under the influence of alcohol or illegal drugs
- Littering
- Profanity
- Playing radios or other devices without the use of headphones
- Threats of physical harm to self or others
- Verbal, nonverbal, or physical harassment
- Unauthorized use or willful damage to vehicle or equipment
- Refusing to abide by Alabama State law regarding seatbelt usage
- Criminal conduct defined in and/or prohibited by the Alabama Penal Code

**NOTE:** Repeated violation of these rules may result in permanent discontinuation of service.

**JEFFERSON AND SHELBY COUNTIES**

**Demand Response Service**

This is a shared use curb-to-curb service that operates in response to advance reservation. A vehicle is scheduled to pick up the passenger and transport to the desired destination.

**Hours**

Monday through Friday

7:00 a.m. - 5:00 p.m.♦

♦Riders will arrive at their final destination by this time.

**Fare**

\$4.00 one-way trip

\$8.00 round trip

**FARE COLLECTION**

Fares will be collected by the driver at the beginning of the trip. Any combination of cash, check, money order, or ClasTran ticket will be accepted. Correct fare must be provided to the driver. Drivers do not make change. All riders will receive a receipt from the driver if paying by cash, check, or money order. Medicaid vouchers are not accepted. ClasTran charges a \$25 service fee for all returned checks. All checks and money orders must be made payable to ClasTran.

♦Now accepting Visa and MasterCard ticket purchases within the ClasTran office in person or by phone. There will be a 2% service fee added for all credit/debit card purchases.

**WALKER COUNTY**

In addition to boarding the bus at specified stops, the bus will deviate from the route to pick up passengers who are located within ¼ mile of the route and are unable to get to the bus stop. Please call ClasTran at least 24 hours in advance to make a reservation: 877-826-7876.

**County Routes**

Monday .....Sipsey/Sumiton

Tuesday .....Cordova/Sumiton/Dora

Wednesday .....Parrish/Oakman

Thursday .....Nauvoo/Carbon Hill

All county routes connect to the City of Jasper route.

**Hours**

Monday through Thursday

7:30 a.m. - 2:30 p.m.

**Fare<sup>1</sup>**

\$4.00 one way

\$8.00 round trip

**City of Jasper**

**Hours**

Monday through Friday

6:30 a.m. - 6:30 p.m.

**Fare**

\$4.50 one-way trip<sup>1</sup>

\$10 annual pass<sup>2</sup>

**Americans with Disabilities Act**

- All vehicles are lift-equipped
- All stops are announced by the driver

*Passengers using route deviation:* Fare is \$1.00 for a one-way trip. Annual passes are not available.

<sup>1</sup>Please refer to Fare Collection (p.3) and Purchase Tickets (p.5) <sup>2</sup>Contact ClasTran for information on purchasing an annual pass

## HOLIDAYS

Service is not offered on the following holidays:

New Year's Day  
 Martin Luther King Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Christmas Day

**NOTE:** Only dialysis trips are provided on holidays, but no trips are provided on Thanksgiving Day or Christmas Day.

## PURCHASE TICKETS

By U.S. Mail  
 ClasTran

PO Box 10386  
 Birmingham, AL 35202-0356

In Person

*(mail is not received at this location)*

2121 Rev. Abraham Woods, Jr. Blvd.

Suite 1100

Birmingham, AL 35203

By Phone  
 (205) 325-8787

## SCHEDULING A RIDE

Call (205) 325-8787 or (877) 826-7876 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. You may leave a voicemail message if calling after hours or on weekends.

Reservations can be made a maximum of 14 days in advance. Reservations for next day service **MUST** be made by 11:00 a.m. Same day service is not provided and all reservations are based on availability.

You will need to have the following information ready when you call:

- First and last name of rider
- Date of trip
- Address and phone number of pick-up location
- Address and phone number of drop-off location
- Requested arrival time/appointment time
- Requested return time, if return trip
- Notify if you will be using a wheelchair and/or traveling with a personal care attendant, companion, or service animal

Occasionally a dispatcher may ask you to change your requested appointment date and/or time in order to accommodate your request.

**NOTE:** Personal trips cannot be made in conjunctions with agency trips.

## CANCELLING A RESERVATION

You must call (205) 325-8787 or (877) 826-7876 two hours before your scheduled pick-up time to cancel a trip.

## CHILDREN

Children under 12 years of age must be accompanied by an adult. Children 12 and over may travel alone, on a case-by-case basis.

A car seat or booster seat must be used for any child under six years of age. Rear-facing car seats are recommended until the child is one year old or 20 pounds. Forward-facing car seats should be used until the child is five years old or weighs 40 pounds. Alabama law requires children to ride in booster seats until reaching six years of age.

ClasTran does not provide child safety seats and drivers are not permitted to secure child safety seats. It is the responsibility of the rider to provide and secure the safety seat. All children must be secured in an appropriate device or seatbelt while the vehicle is in motion.

When calling to make a reservation, please advise if you will be riding with a child. All children will be charged the same fare as the rider.

## MEDICAL EQUIPMENT

Riders may bring a respirator, portable oxygen, and/or other medical equipment as long as it does not violate laws or rules related to transportation of hazardous materials. Equipment must be small enough to fit in the vehicle and be fully secured during transport.

## PICK-UP AND DROP-OFF

Every attempt is made to pick up as close to the scheduled time as possible. The vehicle may arrive from 15 minutes before your scheduled pick-up time to 15 minutes after your scheduled pick-up time. Please be ready at least 15 minutes before the scheduled pick-up time, so the driver can stay on schedule. If the vehicle has not arrived by 15 minutes after your scheduled time, call ClasTran to report the situation and receive further assistance. Riders do not have to board the vehicle before/after the scheduled 30-minute pick-up window.

You should call ClasTran if you will be late. If you cannot be located within 5 minutes of scheduled pick-up, a dispatcher will attempt to call you. If you still cannot be located, the driver will be instructed to proceed with his/her schedule.

## NO-SHOW/LATE CANCELLATION

Riders will be considered a no-show/late cancellation if:

- A trip is not cancelled at least two hours before the scheduled pick-up time
- The rider does not board the vehicle within five minutes of the pick-up time
- If the driver arrives at the destination address and the rider is not available or does not take the trip

Excessive cancellations and/or three no-shows in three months may result in a 30-day suspension of service.

## COMPANIONS

A rider may travel with one companion for the same fare as the rider. A companion is not a personal care attendant. A companion travels with the rider for company, not for assistance. When calling to make a reservation, please advise if you will be riding with a companion.

## PERSONAL CARE ATTENDANT

A Personal Care Attendant (PCA) is someone who assists the rider with mobility. A PCA will be allowed to ride without charge when accompanying the eligible individual to or from the same origin and destination. A PCA and a fare-paying companion may both travel with you on the same trip. When calling to make a reservation, please advise if you will be riding with a PCA.

## SERVICE ANIMALS

Riders may travel with a service animal, but pets will not be transported. When calling to make a reservation, please advise if you will be accompanied by a service animal.

## PACKAGES

Customers must only carry packages that they can handle alone. Packages must not occupy a seat or create a safety hazard.

**NOTE: Operators can only assist with carrying packages on and off the vehicle.**

## WHEELCHAIRS

All vehicles equipped with lifts or ramps meet specifications under the Americans with Disabilities Act of 1990. They will accommodate mobility devices up to 48" X 30" with a maximum weight of 600 pounds when occupied. ClasTran cannot transport mobility devices that exceed these standards or wheelchairs in poor condition.

Please be aware that a rider's safety cannot be guaranteed if riders choose to remain seated in three-wheeled scooters or rolling walkers with a seat during transport.

## SUBSCRIPTION TRIPS

A subscription trip is one the rider takes:

- From the same pick-up location
- To the same drop-off location
- At the same time of day and/or
- On the same day(s) of the week

Subscription trips are scheduled automatically. You only need to reserve them once unless you need to change the subscription. Trips can be scheduled for as long as the rider needs the subscription. Permanent changes to a subscription should be made at least one week in advance. The rider should specify that a particular trip on a particular date, not the subscription, is being cancelled.

Please note that:

- Service is based on availability.
- Personal trips cannot be made in conjunction with agency trips.

## RIDER RESPONSIBILITIES

Riders have the responsibility to:

- Treat other riders, drivers, and ClasTran staff with courtesy and respect.
- Read all sections of the Handbook.
- Make reservations at least one day in advance.
- Cancel trips two hours in advance.
- Provide entry if the pick-up address is located inside a gated community or other place with special access.
- Call to report if ClasTran has not arrived by 15-minutes after your scheduled pick-up time.
- Pay the correct fare at the time of service. Drivers do not make change. You will not be transported if correct fare is not provided.
- Wear seatbelts. Failure to do so may result in termination of transportation.
- Be at pick-up location on time. Board the vehicle within five minutes of the pick-up time. Sufficient time will be provided for the rider to board and exit the vehicle. If additional time is required, the driver may ask the rider to use the lift in order to keep a timely schedule.
- Insure that mobility aids are in standard operating condition.
- Maintain acceptable standards of personal hygiene.
- Board the vehicle with packages you can carry alone. Packages must not occupy a seat or create a safety hazard.
- Provide updates of address changes, telephone numbers, emergency contact, change in physical condition or equipment used, etc.

## DRIVER RESPONSIBILITIES

Drivers have the responsibility to:

- Treat riders, ClasTran staff, and the general public with courtesy and respect.
- Wear ID badge issued by ClasTran at all times and present a neat, professional appearance.
- Ensure safe drop-off of riders, which includes, at a minimum, visually watching the rider until he/she has safely entered the door. In some cases this may also include contacting dispatch to make sure that an attendant is available to meet a rider needing assistance from the curb to the door.
- Use the incident/accident form to report concerns that may cause an unsafe, unsanitary, or unpleasant trip for you or others.
- Stay within the "line-of-sight" of the vehicle.
- Maintain the route schedule for the convenience of all riders.
- Assist riders when entering and exiting the vehicle. Report incidents and accidents to ClasTran immediately. The dispatcher will call 911 if necessary.
- Obey all traffic laws and posted speed limits.
- Assistance includes, but is not limited to:
  - Offering riders a steady arm or other appropriate guidance when entering and exiting the vehicle
  - Helping riders in wheelchairs to maneuver on standard vehicle ramps, lifts and insuring that wheelchairs are in standard operating condition

## DRIVER RESPONSIBILITIES *continued*

- Helping riders carry no more than two grocery bags or similar sized packages on and off the vehicle

## DRIVERS ARE NOT PERMITTED TO

- Enter a rider's residence
- Perform any personal care for riders, including but not limited to assisting riders with getting dressed
- Lift or carry riders
- Assist riders or mobility devices up or down steps
- Fuel the vehicle with riders on board
- Accept tips or gratuities
- Use personal cell phones or engage in texting while the vehicle is in motion
- Drop off a rider at an alternate location at the request of the rider, parent/guardian, or agency representative. The rider, parent/guardian, or agency representative must contact ClasTran to make such changes.

**\*\*If a rider requires assistance from the curb to the door and does not have a family member or caregiver available to assist them, they can sign a waiver releasing ClasTran of any liability. The driver can then assist them to the door. This waiver is only intended for those riders that have no other means of getting inside their residence and not as a means of convenience. To receive a waiver you can ask your driver, call the ClasTran office at 205-325-8787 or log on to [www.clastran.com](http://www.clastran.com) to obtain it.**

## CAUSES FOR SUSPENSION OF SERVICE

Misusing the system can result in suspension of service. The following misuses could lead to suspension. This list is not comprehensive.

### 1. Excessive Cancellations, No-Shows, and/or Late Cancellations

Excessive cancellations, no-shows, and/or late cancellations delay the vehicle and deny opportunities for others to ride.

### 2. Disruptive or Abusive Behavior

Disruptive or abusive behavior annoys and can endanger others. This behavior includes, but is not limited to:

- Intimidation or threats of physical harm
- Verbal abuse
- Unlawful harassment, including unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations
- Unauthorized use of vehicle equipment
- Smoking on vehicles
- Eating or drinking without medical necessity
- Refusing to remain seated with seatbelts firmly secured
- Defacing equipment

Refusing to comply with the requirements may result in permanent discontinuation of service.

## SUSPENSION PROCESS

If a rider is reported or observed to be abusing the service in any way, including but not limited to those ways mentioned under Causes for Suspension of Service, ClasTran will contact the rider to investigate. If the rider's behavior or use of the service is determined to be in violation of ClasTran operational and safety policies, the rider will receive a written notice of service suspension that explains the reason(s) for the suspension.

Suspensions will not be imposed for circumstances that are beyond a rider's control. Examples of situations not within the rider's control are:

- A sudden personal or weather emergency or traffic delay
- Sudden or worsening illness
- Late arrival of the ClasTran vehicle
- A driver who does not provide appropriate assistance
- Disruptive behavior caused by a disability

If the investigation reveals a rider's disruptive behavior is due to a disability and beyond his/her control, service may not be suspended. However, ClasTran may require the rider to travel with a companion to help control his/her behavior and prevent harm to self or others. If a companion cannot help control the behavior and a safety or health hazard continues to exist, service may be discontinued.

## APPEALING A SUSPENSION

In order to appeal a decision for suspension, ClasTran must receive a written request to appeal. The operations manager will review the appeal and notify rider of the outcome by telephone or mail, within seven working days after receipt of the written request for appeal. Appeals must be forwarded to:

ClasTran Appeals

PO Box 10386

Birmingham, AL 35202-0386

or

[rael@clastran.com](mailto:rael@clastran.com)

If the rider does not agree with the decision of the operations manager, the rider may request a review by ClasTran's Contracts and Standards Committee.

Transportation will not be provided during the appeal process

## COMMENTS

If you would like to make a comment, suggestion, or complaint, please contact us Monday through Friday between 8:00 a.m. and 5:00 p.m.

Email: [rael@clastran.com](mailto:rael@clastran.com)

Phone: 205-325-8787

Fax: 205-325-8788

TDD: 205-325-8129

Toll Free: 877-826-7876

U.S. Mail: PO Box 10386

Birmingham, AL 35202-0386

### **ClasTran Complaint Procedures**

During the normal course of providing service to the community, it is possible that passengers and/or members of the public will desire to lodge complaints about the quality of transit service offered or the manner in which transit service is delivered. Every effort will be made to handle these issues quickly, courteously and fairly. All employees are reminded that everyone in the community has the right to express concerns about transit operations. One should also remember that the mere allegation of impropriety, however, does not establish proof that a violation has occurred. Every effort will be made to address and resolve customer complaints as quickly as possible but certainly within fifteen (15) business days.

Specifically, a "complaint" is an allegation by a member of the public that there has been a specific violation, misinterpretation, or inappropriate act by a member of ClasTran. Vague or general charges of "unfairness" that are not substantiated by facts will not be processed through the dispute resolution system.

All complaints will be referred to Richard Abel, Operations Manager and Barbara Roberson, Operations Supervisor for investigation and resolution. Complaints specifically alleging inappropriate behavior by management personnel of ClasTran will be referred to Fenn Church, Executive Director. Escalated complaints will be referred to the Board Chairman of ClasTran. The following steps are established to provide a framework for handling these issues.

### **ClasTran Complaint Procedures (continued)**

#### **Dispute Resolution System**

**Step One** - The complaint is received by the Operations Manager & Supervisor. Sufficient information is collected to allow an investigation. Upon receiving the complaint, ClasTran will contact the issuer for further details.

**Step Two** - The details will be investigated and presented to the Executive Director for development of additional facts, to identify (where possible) the employee in question and determine what actually occurred.

**Step Three** - If the complaint has merit, the Executive Director of ClasTran will counsel the appropriate employee and take the appropriate progressive disciplinary steps.

**Step Four** - Where applicable the Executive Director of ClasTran will respond to the individual filing the complaint within fifteen (15) business days.

Depending on the desires of the individual and the nature of the complaint, this response may be either a telephone call (sufficiently documented) or a written response.

**Step Five** - For any egregious complaint the Executive Director of ClasTran will advise the Board Chairman of ClasTran. A joint decision may be made to accelerate the disciplinary process or take other extraordinary actions to resolve the complaint.

### ClasTran Complaint Procedures *(continued)*

**Step Six** - If the member of the public is not satisfied with actions taken by ClasTran personnel or if they demand further action, these unresolved complaints will be referred to the Public Transportation Section of the Bureau of Multimodal Transportation, ALDOT in Montgomery. We will freely and promptly provide names, telephone numbers and addresses.

Mr. Joe Nix  
Senior Transportation Planner  
Alabama Department of Transportation  
Bureau of Transportation Planning and  
Modal Programs

1100 John Overton Drive  
Montgomery, Alabama 36110  
VOICE: (334) 353-6421  
FAX: (334) 353-6451  
E-MAIL: [nixj@dot.state.al.us](mailto:nixj@dot.state.al.us)

**Step Seven** - If the member of the public is not satisfied with actions taken by the state, they may contact the Federal Transit Administration Office of Civil Rights Officer in Washington, DC. We will freely and promptly provide names, telephone numbers and addresses.

### ClasTran Complaint Procedures *(continued)*

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor - TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

**Step Eight** - The Executive Director of ClasTran shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations; the status of the complaint; and actions taken in response to the complaint.

The entire issue of complaint resolution, whether it is one of our employees or a member of the public, is one of courtesy and common sense. We serve the public and they have a right to share their concerns with us. We will handle all complaints courteously and will not allow ourselves to "argue" about the merits of any complaint. In many instances, individuals merely want "to be heard". We will give them that opportunity.



# APPLICATION FOR DETERMINATION OF ELIGIBILITY

(For Applicants in the Jefferson/Shelby Urbanized Areas)

All individuals who are disabled or 60 years of age and over are able to qualify for subsidized transportation in the urbanized areas of Jefferson and Shelby counties. Qualification must be determined through an application process. All information is confidential.

Please fill out all pertinent parts of this application and return with supporting documentation to ClasTran.

Email: [aweary@clastran.com](mailto:aweary@clastran.com)

Fax: 205-325-8788

U.S. Mail: ClasTran  
PO Box 10386  
Birmingham, AL 35202-0386

For questions or information:  
205-325-8787  
877-826-7876  
[aweary@clastran.com](mailto:aweary@clastran.com)  
Between 8:00 a.m. and 5:00 p.m.

## A. PERSONAL INFORMATION

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### Street Address:

Number and Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### Mailing Address, if different:

Number and Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

### In Case of Emergency Notify:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### For office Use Only:

- Approved
- Denied
- Incomplete \_\_\_\_\_

## B. AGE QUALIFICATION

If you qualify because you are 60 years of age or over, please submit a copy of one of the following items as verification.

- State Driver's License
- State Identification Card
- Birth Certificate
- Medicare Card
- Passport
- U.S. Military ID
- Certificate of U.S. Citizenship
- Permanent Resident Card
- Alien Registration Receipt Card

**IF YOU ARE AGE 60 OR OVER, DO NOT FILL OUT THE NEXT SECTION OR PAGE FOUR. PLEASE PROCEED TO SECTION D.**

## C. DISABILITY QUALIFICATION

If you qualify because of a disability, please provide detailed information of your disability or condition.

Is your disability temporary? Yes  No

If yes, please explain and provide an estimate of duration.

**Proof of disability is required in order to complete your application. You must have the Professional Verification form completed by a professional who can verify your condition, including but not limited to: physician, registered nurse, social worker, psychologist, nurse practitioner, chiropractor, occupational therapist, physician's assistant, or mental health professional.**

## D. MOBILITY INFORMATION

Please check all mobility aids that you use.

- |  |  |
|--|--|
| <input type="checkbox"/> Cane            | <input type="checkbox"/> Electric Wheelchair**   |
| <input type="checkbox"/> White Cane      | <input type="checkbox"/> Manual Wheelchair       |
| <input type="checkbox"/> Crutches        | <input type="checkbox"/> Extra Wide Wheelchair** |
| <input type="checkbox"/> Walker          | <input type="checkbox"/> Powered Scooter**       |
| <input type="checkbox"/> Service Animal* | <input type="checkbox"/> Other (please describe) |

\*If you use a service animal, please identify the type of animal and how it assists you.

**\*\*NOTE:** In order for ClasTran to provide service, wheelchairs cannot exceed 30" wide, 48" long, and 600 pounds when occupied, in accordance with the Americans with Disabilities Act of 1990, subpart A. ClasTran cannot transport mobility devices that exceed these standards.

**E. PERSONAL CARE ATTENDANT**

Do you ever have need for someone to assist you when you travel?    Yes                       No

**F. CERTIFICATION**

I certify that the information I have provided in this application is true and correct. I understand that falsification of information may result in denial of service. I further understand that all information required herein will be considered confidential and will be used only by ClasTran to determine eligibility for transportation services.

I understand that all services are curb-to-curb and that the operators will assist me on and off the vehicle, but not to the door or into a residence or building.

I agree to comply with all guidance and instruction for riders as contained in both the Rider's Guide and Rider's Handbook.

**Name: (please print)**

---

**Signature:**

**Date:**

---



## PROFESSIONAL VERIFICATION

\_\_\_\_\_ has submitted an application for transportation services and has indicated that you can provide verification of his/her disability.

This form must be completed by a currently-licensed professional who is able to certify the individual's disability, including but not limited to: physician, registered nurse, social worker, psychologist, nurse practitioner, chiropractor, occupational therapist, physician's assistant, or mental health professional. Please take a moment to fill out this questionnaire and return to the client or ClasTran at:

Email: [aweary@clastran.com](mailto:aweary@clastran.com)

Fax: 205-325-8788

U.S. Mail: ClasTran  
PO Box 10386  
Birmingham, AL 35202-0386

1. Please describe the above person's disability.

2. Is this disability temporary?

Yes     No

3. If yes, please indicate the estimated length of disability.

4. In what capacity do you know the applicant?

5. Professional Verification

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

License Title: \_\_\_\_\_ Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Please complete all sections of verification. Incomplete sections will result in delayed processing.

**RESOLUTION NO. 2015-179**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that \_\_\_\_\_ is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end November 23, 2019.

**ADOPTED:** This 23rd day of November, 2015.

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

**APPROVED:** This 23rd day of November, 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 November 23, 2015, as same appears in the minutes of record of said meeting.

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

**RESOLUTION NO. 2015-180**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to issue a Public Assembly permit for 3620 Ridgeview Drive for an open house to benefit Open Hands Overflowing Hearts from December 19, 2015–January 10, 2016.

**ADOPTED:** This 23rd day of November 2015.

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

**APPROVED:** This 23rd day of November 2015.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on November 23, 2015, as same appears in the minutes of record of said meeting.

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

**City of Mountain Brook**  
**EVENT PERMIT APPLICATION**  
**FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY**  
*(Applications submitted less than 30 days prior to the event may not be approved.)*

Date: Nov 13 2015 Individual or organization:: Christopher Architecture & Interiors

Contact Information:

(a) Name: Corey Flowers (b) Title: Office Manager

(c) Address: 3040 Independence Drive Birmingham AL 35209

(d) Tel. No. 205-413-8531 (e) Cell No. 205-515-5767

(g) Email address: corey@christopherai.com (f) Fax No. 205-413-8533

Describe the type, nature, character and purpose of the event (list all activities):

Showhouse tour to raise money benefiting Open Hands Overflowing Hearts, for pediatric cancer research. Local artist with displays, vendor mini seminar, food vendors, possible acoustic musician.

Give the inclusive date(s)/time(s) of the event: Dec 19 - Jan 10 (except Christmas Eve & Day and New Years Eve & Day)

Give the number and composition of the event:	Component	Number
	People (riding/walking)	<u>          </u>
	Motor Vehicles	<u>          </u>
	Floats	<u>          </u>
	Animals	<u>          </u>
	Other	<u>          </u>

Identify the place, area, locality, and/or route of the assembly: 3620 Ridgeview Drive  
Shuttle/Valet service from alternate parking lot to keep people off the neighborhood streets.  
Up to 14 cars on site at one time. Posting on the ticket website that parking is off site.

Will it be necessary to block any street or sidewalk during the course of the assembly/event?

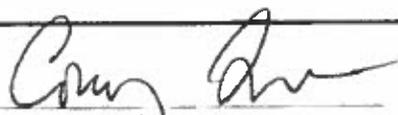
If so, explain no

Will alcoholic beverages be sold and/or served? If so, explain circumstances. not sold but will be served- wine and or beer tasting on certain nights. Not alcohol every night

Will money be solicited? If so, explain circumstances? \$10 fee to tour the house. All proceeds will be given to Open Hands Overflowing Hearts a charity (501(c) 3). No other money will be taken on site.

Will signs, placards, banners, flags or cards be displayed? a tour sign in the yard

List all vendors who will be supplying food, drink(s), games, booths, etc.: see attached list

Applicant Signature: 

Telephone Number: (205) 413-8531 or 515-5767



**City of Mountain Brook**  
**EVENT PERMIT APPLICATION**  
**FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY**  
*(Applications submitted less than 30 days prior to the event may not be approved.)*

Date: Nov 13 2015 Individual or organization:: Christopher Architecture & Interiors

Contact Information:

(a) Name: Corey Flowers (b) Title: Office Manager

(c) Address: 3040 Independence Drive Birmingham AL 35209

(d) Tel. No. 205-413-8531 (e) Cell No. 205-515-5767

(g) Email address: corey@christopherai.com (f) Fax No. 205-413-8533

Describe the type, nature, character and purpose of the event (list all activities):

Showhouse Open House to raise money benefiting Open Hands Overflowing Hearts, for pediatric cancer research. Caterer and beverages, possibly acoustic musician. By invitation only.

Give the inclusive date(s)/time(s) of the event: Dec 18 6:00 – 9:00

Give the number and composition of the event:	<u>Component</u>	<u>Number</u>
	People (riding/walking)	<u>                    </u>
	Motor Vehicles	<u>                    </u>
	Floats	<u>                    </u>
	Animals	<u>                    </u>
	Other	<u>                    </u>

Identify the place, area, locality, and/or route of the assembly: 3620 Ridgeview Drive  
Shuttle/Valet service from alternate parking lot to keep people off the neighborhood streets.

We will tell everyone no on site parking available.                     

Will it be necessary to block any street or sidewalk during the course of the assembly/event?

If so, explain no

Will alcoholic beverages be sold and/or served? If so, explain circumstances.                     

not sold but- yes, wine and or beer                     

Will money be solicited? If so, explain circumstances? All proceeds/donations will be given to Open Hands Overflowing Hearts a charity (501(c) 3). No other money will be taken on site.

Will signs, placards, banners, flags or cards be displayed? possibly

List all vendors who will be supplying food, drink(s), games, booths, etc.: Homewood Gourmet; still working on a wine and/or beer vendor. (possibly Jones is Thirsty or Back Forty Beer or Cahaba Brewery or Avondale Brewery)



**Christopher Showhouse – to raise money for Open Hands Overflowing Heights (OHOH) for pediatric cancer research. All ticket proceeds go directly to OHOH.**

- **Dec 18 – Opening Night for vendors, OHOH board members and donors, clients of Christopher AI, CEO's of a several companies.**
  - **Off site parking with a shuttle service – two vans**
  - **No parking allowed at the house that evening except vendors/caterer – invitation will specify address to park cars for shuttle**
  - **Streets will be flagged for no parking**
  - **Drop in 6-9pm**
  - **Heavy Hors D'oeuvres – Homewood Gourmet**
  - **Wine & Beer served**
  - **Possible acoustic or jazz music**
  - **Presentation by Kayla at 7pm**
  - **RSVP**
  - **On site security**
- 
- **Dec 19 – Jan 10 – 11:00 – 6:00**
  - **Strategically planned local artist to showcase their talent**
  - **We will know what mini events will draw more people at one time/day and plan accordingly for extra shuttle and/or security presence.**
  - **Off site parking with a shuttle service – two vans**
  - **Some local artist are – Kate Morris, Lacey Russell, Carrie Pittman, Dirk Walker, Elle, Levy's, SubZero Chef demonstration, Jones is Thirsty (wine tasting), Homewood Gourmet, Fabrik, Merrill McWhorter, Sugar, Dave Eyrich & Peter Faulkner**
  - **Santa for a few hours on Monday 21<sup>st</sup>**

# Christopher Showhouse 2015



**CHRISTOPHER  
SHOWHOUSE**

— 2015 —

*to benefit* OPEN HANDS  
OVERFLOWING HEARTS

<b>DECEMBER 18 — JANUARY 10</b>	<i>open daily from</i> <b>11 AM — 6 PM</b>	<b>3620 RIDGEVIEW DRIVE MOUNTAIN BROOK, AL</b>
-------------------------------------	---	--

---

*NO ENTRY FEE / LOCAL VENDOR POP UPS AND OTHER EVENTS*

[christopheral.com/showhouse](http://christopheral.com/showhouse) | [ohoh.org](http://ohoh.org)

**Donate Now!**

**DONATE NOW** (<https://www.gofundme.com/al/birmingham/open-hands-overflowing-hearts/campaigns/100-ways-100-days>)

**Latest News**

What will you do?  
(<http://openhandsoverflowinghearts.org/perrys-story/>)  
Checkout the Get Back Up Video  
(<http://openhandsoverflowinghearts.org/check-out-latest-childrens-hospital-commercial/>)

**Latest Events**

Want to know what events are going on? Click Here to Find Out  
(<http://openhandsoverflowinghearts.org/events/>)

**Get In Touch**

(<https://www.facebook.com/sk=timeline>)   
(<https://twitter.com/ohohka>) 



## Kayla's Story

My name is Kayla Perry. In May of 2012, I graduated high school a year early, and I knew that the "typical path" of a recent high school grad was not for me. I moved to Hawaii the next January to study with a Christian organization called Youth With A Mission, or YWAM. I lived there for three months, studying photography, videography, and journalism, preparing to go to Kenya and Uganda with a team of nine other girls. We had a goal of using our creative gifts to bring light into dark situations and to be a voice for the voiceless. Not only did we want to show the precious people we were working with that there is hope in Christ, but we also wanted to bring home stories of the evils that go on and compel those who are able to do something about it.

While in Hawaii, I began having incessant nose bleeds and other odd, unexplainable symptoms. In March, I left Hawaii with my team to travel to Kenya, where we would spend the next three months working with people in both urban slums and villages in the bush of Africa. After about two and a half weeks of ministry, my nosebleeds started happening more frequently. We were about to leave the city and be without access to medical care, so I decided to get checked out by a doctor before leaving. I was hoping he could provide me with a quick fix so I could go to Uganda as planned, but God had other ideas.

I spent about a week going back and forth to the hospital everyday. The doctors communicated with my uncles back in the states and with a family friend who is a medical missionary in Kenya. Each night, one of them would call me and explain what the doctors' findings that day meant. Eventually, the doctors told me that they were unable to figure out why I was having these odd symptoms, but whatever the cause, it was bad, and I needed to go back home. I was completely devastated, and even stubborn at first, but I knew that it was absolutely necessary to take care of my health.

As soon as I got home, the scans and tests began. After a week or so of endless doctor's visits, I was diagnosed with high-risk stage IV neuroblastoma. Neuroblastoma is a pediatric cancer that typically presents itself in very young children and infants, so from the very beginning of my diagnosis, my doctors knew I had a rare case. I received the standard protocol of therapy for my disease – weeks of inpatient chemotherapy, radiation, a bone marrow transplant, and immunotherapy – along with several other treatments along the way. The entire process took about fifteen months.

Two weeks after my last treatment ended, I got a call from my doctor who told my parents and me that the cancer had grown, even though I'd received all the therapy I was supposed to receive. He explained that the chances of me ever being cured are very low, and our goal changed from curing the disease to maintaining the disease. Researchers know very little about neuroblastoma, and believe me, it's not because they're not interested. Pediatric cancer research receives so little funding, so it is very hard for anyone to learn more about it.

Since then, I've divided my time between enjoying time with the people I love, studying for classes, taking care of my health, and raising money for pediatric cancer research. I just started my sophomore year at Auburn University, and I have dreams bigger than ever before! I want to see this terrible disease eradicated in my lifetime. I will do anything to end childhood cancer. What will you do?

### Donate Now!

**DONATE NOW** (<https://www.comitchange.com/al/birmingham/open-hands-overflowing-hearts/campaigns/100-ways-100-days>)

What will you do?

(<http://openhandsoverflowinghearts.org/100-ways-100-days-perrys-story/>)

Checkout the Get Back Up Video

(<http://openhandsoverflowinghearts.org/check-out-latest-childrens-hospital-commercial/>)

### Latest News

Want to know what events

are coming up? Click Here to

Find Out

(<http://openhandsoverflowinghearts.org/events/>)

### Latest Events

Get In Touch

(<https://www.facebook.com/ohohka>)

(<https://twitter.com/ohohka>)

(<https://www.youtube.com/>)

(<mailto:info@openhandsove>)

(<http://instagram.com/openhandsoverflow>)

# Mission Facts

## Open Hands, Overflowing Hearts Mission Statement:

OHOH is a 501(c)(3) working to inform people of the need and raise funds for pediatric cancer research in all areas where funding is lacking.

### Donate Now!

**DONATE NOW** (<https://www.commitchange.com/al/birmingham/open-hands-overflowing-hearts/campaigns/100-ways-100-days>)

What will you do?

(<http://openhandsoverflowinghearts.org/100-days-100-ways-100-days-perrys-story/>)

Checkout the Get Back Up Video

(<http://openhandsoverflowinghearts.org/check-out-latest-childrens-hospital-commercial/>)

### Latest News

Want to know what events are coming up? Click Here to Find Out

(<http://openhandsoverflowinghearts.org/latest-events/>)

### Latest Events

**Get In Touch** (<https://www.facebook.com/openhandsoverflowinghearts/>)

**Skype** (<https://twitter.com/ohohka>)

**YouTube** (<https://www.youtube.com/channel/UC...>)

**Email** (<mailto:info@openhandsoverflowinghearts.org>)

**Instagram** (<http://instagram.com/openhandsoverflowinghearts>)

# OHOH Board/Jr. Board

## Board of Directors:

- Kayla Perry, Founder
- Christen Perry, Co-Executive Director
- Rob Perry, Co-Executive Director
- Hayden Patton, Director of Development
- Grant Eudy
- Adam Rhodes
- JD Crowe
- Mike Murphy
- Kristie Malzahn
- Gwen Freeman
- Luigi Bertoli

## Junior Board:

Kayla Perry, Rob Perry, Christen Perry, Hayden Patton, Katelyn Mitchell, Whitney Hill, Katie May, Wes May, Clay Barnett, Tyler Barton, Matthew Hill, Ryan Killingsworth, Angie Killingsworth, Lacey Entrekin, Jessica Troutman, Anna Martin, Molly Furlow, Brandy Patterson, Courtney DeShazo, Reid DeShazo, Sarah Stewart, Laycee Dorsett, Andrew Brown, Dallas Dixon Gibson, Margaret Murphy, Wilson Yielding, Jordin Barkley, Shelley Davis, Lindsey Owens.

## Donate Now!

**DONATE NOW** (<https://www.commitchange.com/al/birmingham/open-hands-overflowing-hearts/campaigns/100-ways-100-days>)

What will you do?

(<http://openhandsoverflowinghearts.org/perrys-story/>)

Checkout the Get Back Up Video

(<http://openhandsoverflowinghearts.org/check-out-latest-childrens-hospital-commercial/>)

## Latest News

Want to know what events are coming up? Click Here to Find Out

(<http://openhandsoverflowinghearts.org/events/>)

## Latest Events

100-ways-100-days

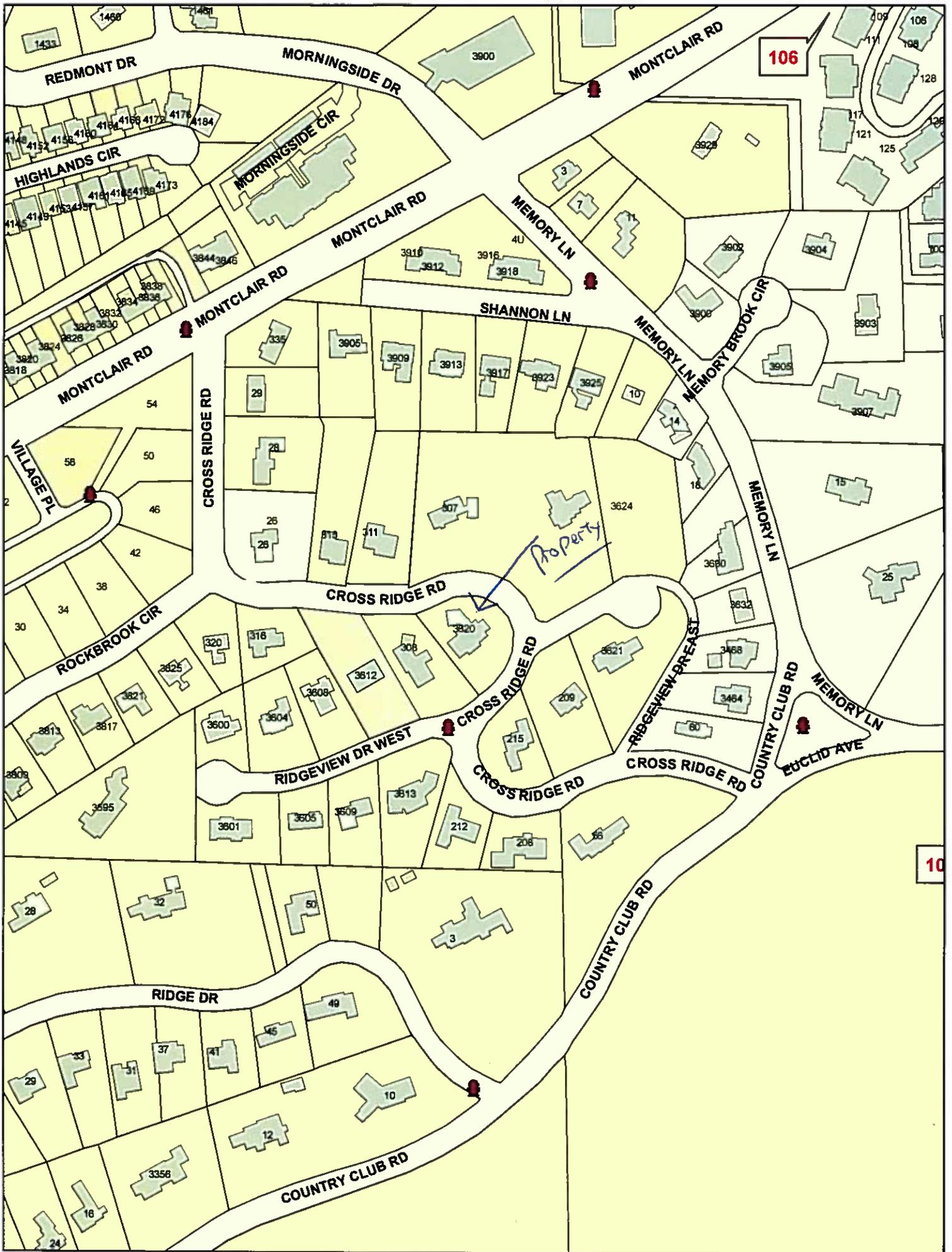
(<https://www.facebook.com/sk=timeline>)

(<https://twitter.com/ohohka>)

(<https://www.youtube.com/>)

(<mailto:info@openhandsove>)

(<http://instagram.com/openhandsoverflow>)



a public corporation and to the water works engineer of the Birmingham Industrial Water Supply System.

(Code 1996, § 18-20; Ord. No. 557, § 8)

**Sec. 46-84. Same—Duty of affected utilities and landowners to act.**

Within 30 days after the date of any notice mailed as provided in section 46-83, it shall be the duty of each public utility to which the city clerk has mailed such notice to install all sewers, mains, conduits and other necessary utility installations and to make all needed repairs thereto then necessary or contemplated to be necessary within five years. In the event any abutting property owner to whom a notice is sent pursuant to section 46-83 shall fail, within 30 days after the date of such notice, to install all necessary service lines connecting with any mains, sewers, conduits or other utility installations or to stub out or extend such connections to the property lines, all rights of such owner or his successors in title to make any such installation, except as otherwise provided in this article, shall be forfeited for a period of five years after the date of completion of such new paving.

(Code 1996, § 18-21; Ord. No. 557, § 9)

**Sec. 46-85. Same—Factors beyond applicant's control; charges where notice was not mailed.**

(a) In the event that the city manager shall, in his sound discretion, determine that due to circumstances beyond the control of any person who owns such property as to which notice was mailed as provided in section 46-83, which abuts on or is in any street or alley which has been paved or repaved within five years next preceding the application for a pavement cut permit, improvements on such property have been damaged or destroyed in such manner as to require a permit for a pavement cut to be issued pursuant to the rebuilding or repair of such destroyed or damaged improvements, then the city manager may approve the issuance of a permit for such pavement cut without requiring the payment of such special charge as provided in section 46-82.

(b) In no case shall such special charge be required where notice was not mailed as provided in section 46-83.

(Code 1996, § 18-22; Ord. No. 557, § 1)

**Sec. 46-86. Applicability of article to electric, gas, building and plumbing codes.**

Any and all provisions of the electrical code, gas code, building code and plumbing code of the city relating to excavation in streets or alleys and relating to connections with or use of sewers and utilities requiring a permit for pavement, sidewalk or curb cuts as provided in this article shall be subject to all applicable provisions of this article.

(Code 1996, § 18-23; Ord. No. 557, § 10)

**Sec. 46-87. Costs of restoration on violation of article.**

In addition to any other penalty imposed by the provisions of this Code or other ordinances of the city, any person violating the provisions of this article shall pay all costs of restoring any street, sidewalk, alley or other public way necessitated by such violation.

(Code 1996, § 18-24)

**Secs. 46-88—46-117. Reserved.**

**ARTICLE IV. PUBLIC ASSEMBLIES**

**Sec. 46-118. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Public assembly* means any parade, march, formation, procession, group of pickets, picket line, public demonstration, movement, assemblage, gathering or display of persons, animals, floats, motor vehicles, or combination thereof including any and all runs, walks, or races, whether for charitable or competitive purposes involving persons or motorized or nonmotorized vehicles on the public ways, which requires and necessitates, or may require and necessitate, substantial traffic

control and rerouting of traffic, extraordinary police protection and crowd control or substantial prior planning, whether or not it is for the purpose of presenting a cause, or for the purpose of expressing an opinion before the general public on any particular issue, or for the purpose of protesting or influencing any state of affairs or decision rendered or to be rendered thereon whether political, economic, or social, or for the purpose of celebrating or commemorating any past, present or future event or occurrence, whether historical or otherwise; notwithstanding that such public assembly may be peaceful and devoid of noise and does not disturb the public peace; and regardless of whether the persons participating and engaging therein march, move about, or patrol, display signs, placards, flags, banners, cards or combinations thereof, or sing, shout, chant, yell or clap their hands; provided, however, that a funeral procession and service shall not be considered a public assembly.

*Residential area* means all districts zoned residence A, residence B, residence C, residence D, residence E, or estate, under the city code, including all public ways located within such districts. (Code 1996, § 18-32; Ord. No. 921, § 1-2, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-119. Permit for parade, procession, or other public assembly required.**

It is and shall be unlawful to promote, organize, or hold or to assist in promoting, organizing or holding, or to take part or to participate in, any parade, procession, public demonstration, or other public assembly, as hereinafter defined, on the sidewalks, streets, highways or other public ways of the city, unless a permit therefor has been secured from the city manager. To secure such a permit, written application as hereinafter provided shall be made to the city manager, setting forth the information required by section 46-121(1). This application shall be submitted to the city manager's office at least 30 days before the date of the proposed parade, procession, public demonstration or public assembly. For good cause shown, the city manager may, at his discretion, accept applications past the 30-day deadline. Within five days of receipt of an application, the city

manager shall review said application and make a recommendation as to approval or disapproval of the application. The city manager then will send the application with his recommendation to the mayor for his review. The mayor shall have the discretion to approve or disapprove the application. If the mayor fails to act within 48 hours of receipt of the application, the city manager's recommendation shall be deemed final. If the mayor acts within 48 hours, then the city manager shall follow the mayor's decision. In either case, if a permit is to be granted, the city manager as hereinafter provided shall grant a written permit for such parade, procession, public demonstration or public assembly unless the application violates any provision of this article; provided, however, that the city manager, upon recommendation of the chief of police, may prescribe that streets, sidewalks, highways or public ways (all of which shall be referred to hereinafter in the article as "public ways") be used, which differ from those requested in the application, or that a different date or hour be used, for reasons of traffic safety, or public safety or convenience in the use of the public ways or as provided in section 46-124; further provided that a permit shall not be issued or approved for a public assembly to be conducted in a residential district of the city unless the city manager and/or the mayor (as herein provided) shall determine that the nature and extent of the activity does not pose a significant threat of public noise, disturbance, disruption of traffic, public discord, or otherwise adversely affect the public safety and welfare. It shall be unlawful to use for such purposes any other public ways, or to hold the parade, procession, public demonstration or public assembly at any other day or hour, than those set out in such permit as approved by the city manager. This section shall not apply to funeral processions. (Code 1996, § 18-31; Ord. No. 921, § 1-1, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-120. City manager to issue permit.**

The city manager shall issue a permit in writing to any person, organized group or unincorporated association of persons or to any corporation organized and existing under the laws of the state or any other state, provided such corporation is

qualified to do business within the state, upon proper application therefor as hereinafter provided, permitting participation in a public assembly within the city, on the terms and conditions and pursuant to the procedure hereinafter declared.

(Code 1996, § 18-33; Ord. No. 921, § 1-3, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-121. Form of application for permit.**

The application for a permit shall be directed to the city manager in writing, in accordance with the following provisions:

- (1) *Contents of application.* The application for permit shall contain the following items of information:
  - a. The purpose of the public assembly;
  - b. The type, nature and character of the public assembly;
  - c. The requested date of the public assembly;
  - d. The requested inclusive times of the public assembly;
  - e. The date submitted to the city manager's office;
  - f. The probable number of persons, animals, floats, and motorized vehicles which will participate or engage in the public assembly;
  - g. The requested place, area, locality and route of the public assembly; and
  - h. Any information requested by the city manager for the purpose of evaluating and addressing matters bearing on public safety and security.
- (2) *Execution of application for permit.* Where the proposed public assembly is sponsored by a corporation, an organized group or unincorporated association, the application must be executed in the name of the corporation, organized group or unin-

corporated association of persons by one having the authority of an officer or a general agent thereof.

(Code 1996, § 18-34; Ord. No. 921, § 1-4, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-122. Contents of permit.**

The permit for a public assembly shall be issued in substantial conformity with terms proposed in the application except as otherwise provided by this article. No other terms or conditions shall be placed in the permit except for reasons of public safety, the protection of those engaging or participating in such public assembly, or the convenience of public use of public ways, as stated in sections 46-119 and 46-124. It shall be a violation of this section for any person participating or engaging in such public assembly to disregard or fail or refuse to obey any term or condition in the permit.

(Code 1996, § 18-35; Ord. No. 921, § 1-5, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-123. Offenses while participating or engaging in, or observing the public assembly.**

It shall be a violation of this article for any person, while participating or engaging in or observing a public assembly as defined in and permitted by this article, to disobey or disregard any traffic control device, signal or regulation, except when ordered to do so by an officer of the department of police; to utter any insulting or fighting words or abusive language to any person; willfully and intentionally to disobey or disregard any lawful order of any officer of said department of police; to encourage by word or act, or both, the commission of any crime; to attempt to cordon off or assist or participate in cordoning off a public way, or entrance to any building, public or private, allowing no one else to pass; to lie prostrate or sit upon any public way so as to obstruct, impede, hinder, stifle, retard or restrain passage of traffic thereon; to assault, spit on or at or throw any object at any police officer; or to fail or refuse to disperse quickly and quietly at the expiration of the time at which the permit expires.

(Code 1996, § 18-36; Ord. No. 921, § 1-6, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-124. Conditions on which permit is to be refused.**

The city manager shall refuse to issue a permit for public assembly when any one or more of the following conditions is apparent from clear and convincing evidence or is evident from the application. However, the city manager may, pursuant to section 46-119, issue a permit containing different terms from those in the application where the substituted terms will permit issuance of the permit.

- (1) The purpose of the public assembly, whether so stated in the application or not, is the encouragement of the commission of a crime or is the accomplishment of an unlawful demand, purpose, end or objective.
- (2) The signs, placards, banners, flags or cards to be carried, or the songs to be sung, or the chants to be chanted, encourage or advocate the commission of a crime or the accomplishment of an unlawful demand, purpose, end or objective, or are to be used in such circumstances or are of such nature as to create and present danger of a riot or a disorderly group of persons; but nothing herein contained shall cause words or language merely expressing unpopular views to be so construed.
- (3) The proposed public assembly is so large as to prohibit its control and protection by the department of police; or is so large or is such that it will substantially and materially interrupt and interfere with the free flow of commerce and trade and the use of the public ways of the city for an appreciable period of time.
- (4) The proposed public assembly is in an area prohibited by this article.
- (5) The proposed public assembly presents a clear and present danger of destruction of life or property, or serious invasions of rights of privacy or breaches of the peace, and that danger is imminent and aggravated and amounts to more than slight inconvenience or annoyance.

- (6) The proposed public assembly is at a date or hour, and/or on particular public ways, which will substantially and materially interrupt and interfere with the free flow of commerce and trade and use of the public ways of the city for an appreciable period of time, or which will substantially and materially affect public safety or convenience in the use of the public ways.

(Code 1996, § 18-37; Ord. No. 921, § 1-8, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-125. Violation of article.**

It shall be a violation of this article to participate or engage in, or to aid, abet, command, counsel or induce any person to participate or engage in a public assembly as herein defined, in the city, without there having been obtained prior thereto a permit for such public assembly.

(Code 1996, § 18-38; Ord. No. 921, § 1-9, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-126. Action upon public assembly becoming violent.**

Upon any public assembly becoming violent, the senior ranking officer of the department of police who is present shall audibly call a halt to such public assembly and shall cause it to forthwith disperse; and it shall be a violation of this section for any person who having been so ordered, willfully and intentionally to fail or refuse to disperse quickly and quietly.

(Code 1996, § 18-39; Ord. No. 921, § 1-10, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-127. Presumption of evidence.**

When any object is thrown at any police officer of the city, or at any other person, it shall be presumed that such public assembly has become violent.

(Code 1996, § 18-40; Ord. No. 921, § 1-11, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-128. Annual Mountain Brook High School homecoming parade.**

Section 46-124(4) shall not apply to the annual Mountain Brook High School homecoming parade, because of the established tradition of said

parade and because of the substantial community interest in this annual event. All other provisions of this article shall apply to said parade.

(Code 1996, § 18-41; Ord. No. 921, § 1-12, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-129. Waiver of law prohibited.**

No official of the city and no police officer of the city has or possesses the authority to waive any provision of this article.

(Code 1996, § 18-42; Ord. No. 921, § 1-13, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-130. Administration.**

The city manager shall administer this article and shall exercise the limited discretion herein conferred with the uniformity of method of treatment upon the facts of each application, free from improper or inappropriate considerations and from unfair discrimination, with a systematic, consistent and just order of treatment, and with reference to the convenience of the public ways in the city. In the event of the city manager's absence from the city or his inability to administer this article because of illness or any other good reason, this article shall be administered by the city clerk, and the city clerk may exercise the discretion conferred upon the city manager by this article until the city manager returns to the city or the city manager again becomes able to administer this article.

(Code 1996, § 18-43; Ord. No. 921, § 1-14, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sec. 46-131. Punishment for violation.**

Any person violating any of the provisions of this article shall, upon conviction, be fined not less than \$1.00 nor more than \$200.00 or be sentenced to imprisonment or hard labor for the city for a term not exceeding six months or both, fine and imprisonment to be at the discretion of the municipal judge trying the case.

(Code 1996, § 18-45; Ord. No. 921, § 1-16, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

**Sam Gaston**

---

**From:** corey flowers  
**Sent:** Wednesday, November 18, 2015 3:18 PM  
**To:** Sam Gaston  
**Cc:** Chris Reebals  
**Subject:** Re: Email to Residents

I think this looks good.

Sent from my iPhone

On Nov 18, 2015, at 3:02 PM, Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)> wrote:

**Regarding the open house at 3620 Ridgeview from December 19-January 10<sup>th</sup>, our staff met with Chris Reebals and Hayden Patton who is the Director of Development of Open Hands Overflowing Hearts.**

**We had a productive meeting and here are some of the specifics of their plans;**

- Opening dinner on December 18<sup>th</sup> for 120 people**
- there will be a few seminars conducted at the house. Additional information will be provide soon on these**
- Police may require them to hire off-duty officers on days of the dinner, seminar and expected heavy traffic/attendance.**
- 14 parking spaces on this property with valet parking**
- offsite shuttle service with 2-15 passenger vans**
- workers for the events will park offsite**
- hours are 11am-6pm for tours**
- tours will not be available on Christmas Eve, Christmas Day , New Years Eve and New Years Day**
- roadway around this property will be flagged or roped off to prevent parking along the street..**
- web site and social media will be used to encourage people to use the offsite parking and shuttle**

**Chris, Hayden and I can meet you at the house at 3620 Ridgeview at 2pm on Friday to explain their plans and field your questions.**

**Please let me know if you can meet at the house on Friday at 2pm or have any comments or questions.**

Sam S.Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL. 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

**Sam Gaston**

---

**From:** Howard Downey  
**Sent:** Friday, November 20, 2015 10:16 AM  
**To:** Sam Gaston  
**Subject:** RE: 3620 Ridgeview

Mr. Gaston,

I was included in the original email in this chain, and that was my first knowledge of any matters related to the Christopher Showhouse. While I appreciate the concerns voiced by the Byrnes (particularly in light of the fact that this will be next door to their home), I am not opposed to the event or the contemplated logistics. Based on the clientele of such events, I am confident that all involved will be respectful of our neighborhood throughout the event. Frankly, I am looking forward to the expedited completion of the renovation of the home as the workers routinely fully block Cross Ridge Road. However, I am patient with the progress as it ultimately will pay dividends to the neighborhood.

I understand that dealing with such issues is one of the less enjoyable aspects of your job. I appreciate what you do for our City.

Sincerely,  
 Howard Y. Downey

P.S. I am very pleased with the progress at Village Place. It has been a long time coming but things appear to be shaping up nicely.

---

**From:** Sam Gaston [mailto:[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)]  
**Sent:** Thursday, November 19, 2015 3:59 PM  
**To:** michael byrne  
**Cc:** [rebecca@bct123.org](mailto:rebecca@bct123.org); T.J. Willings; Gayle Byrne; Pat & Claire Goodhew; Howard Downey; Wimberly Miree; George Nolen; Coke Matthews; Betsy Reynolds; [Chris@christopherai.com](mailto:Chris@christopherai.com); corey flowers; Ted Cook; [hayden@ohoh.org](mailto:hayden@ohoh.org); [haisej@bellsouth.net](mailto:haisej@bellsouth.net)  
**Subject:** RE: 3620 Ridgeview

Our 2pm meeting on Friday at 3620 Ridgeview is still on. Hope to see many of you there tomorrow.

This permit has been placed on the City Council agenda for Monday, November 23<sup>rd</sup> at 7pm. You are invited to attend to discuss this issue and permit request with the Mayor and City Council.

Sam S. Gaston  
 City Manager  
 City of Mountain Brook, AL.  
 56 Church Street  
 P.O. Box 130009  
 Mountain Brook AL. 35213  
 (205) 802-3803 Phone  
 (205) 870-3577 Fax

---

**From:** michael byrne [mailto:[mikeby@bellsouth.net](mailto:mikeby@bellsouth.net)]  
**Sent:** Wednesday, November 18, 2015 7:59 PM  
**To:** Sam Gaston  
**Cc:** [rebecca@bct123.org](mailto:rebecca@bct123.org); T.J. Willings; Gayle Byrne; Pat & Claire Goodhew; Howard Downey; Wimberly Miree; George Nolen; Coke Matthews; Betsy Reynolds; [Chris@christopherai.com](mailto:Chris@christopherai.com); corey flowers; Ted Cook; [hayden@ohoh.org](mailto:hayden@ohoh.org)  
**Subject:** Re: 3620 Ridgeview

Sam,

Thank you for the opportunity to comment on the proposed plans for the Christopher Showhouse. Unfortunately, we

11/20/2015

## Sam Gaston

---

**From:** Coke Matthews  
**Sent:** Wednesday, November 18, 2015 4:34 PM  
**To:** 'Sam Gaston'  
**Cc:** 'Matthews, Maria'  
**Subject:** FW: 3620 Ridgeview

Sam..my wife Maria probably has some questions as well, but I wanted to share my comments ahead of Friday's meeting:

---

**From:** Sam Gaston [mailto:gastons@mtnbrook.org]  
**Sent:** Wednesday, November 18, 2015 3:39 PM  
**To:** rebecca@bct123.org; T.J. Willings; Gayle Byrne; userser; howard@downey-law.com; Wimberly Miree; michael byrne; gnolen5001@charter.net; Coke Matthews; Betsy Reynolds  
**Cc:** Chris@christopherai.com; corey flowers; Ted Cook; hayden@ohoh.org  
**Subject:** 3620 Ridgeview

Regarding the planned open house/tour of this home from December 19th-January 10<sup>th</sup>, our staff met with Chris Reebals and Hayden Patton who is the Director of Development for Open Hands Overflowing Hearts. We had a productive meeting and here are some of the specifics of their plans;

- opening dinner on December 18<sup>th</sup> for up to 120 people (120 is more people than live in the entire neighborhood so yes, parking, traffic, security are issues as you know)
- there will be a few seminars conducted at the house during this time frame. Additional information will be provided soon. (Seminars in a residence seem inappropriate?)
- Police Dept may require them to hire off-duty officers on the days of the dinner, seminars and expected heavy traffic/attendance Why *may* require instead of will? What are the criteria?
- 14 parking spaces are on the property with valet service provided (good)
- offsite shuttle service with 2-15 passenger vans (details about where staged? We cannot find a property owner nearby who has agreed)
- Workers at the house will be parked offsite (good)
- Hours for tours at 11am-6pm (wow)
- Tours will not be available on Christmas Eve, Christmas Day, New Years Eve and New Years Day. (good)
- roadway around this house will be flagged or roped off to prevent parking along the street (around house or entire street? There simply is no room for street parking on Ridgeview. Zero. )
- website and social media will be used to encourage visitors to use the offsite shuttle service (right now there is just a map to how to get to the house)

Chris, Hayden and I will be glad to meet you at the house at 3620 Ridgeview at 2pm on Friday so they can explain their plans and to answer your questions. Please let us know if you can attend at 2pm on Friday and if you have any questions or comments, please email me.

I am very familiar with the Open Hands Open Hearts charity. Wonderfully motivated organization with generous

spirits. But they are not the developer / resident asking for city approvals! I guess I am hoping to get a better sense of the city's position. I remain confident that with good planning and reasonable accommodation of concerns, clearly delineated, this will be fine. Thanks for listening. See you Friday.

Coke

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL. 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

---

Sam Gaston

From: Coke Matthews  
 Sent: Tuesday, November 17, 2015 2:23 PM  
 To: 'gastons@minbrook.org'  
 Subject: Open house follow up

Mr. Gaston,

I understand that you and staff will be meeting with Chris Reebals et al next week to discuss the details of the open/show house benefit they are planning for his renovated house on Ridgeview Drive. I live directly across the street and below Chris' house. In addition to the challenges of run off and traffic that we have already experienced throughout this construction process, the recently revealed and advertised 3 week long showhouse concept certainly catches our attention and raises concerns.

I won't belabor the point. The string of emails below is a synopsis of what we have asked Chris to provide. We are of course hopeful that by working through the City on logistics, Chris can indeed accomplish his intended benefit (sell house / raise money) - without completely disrupting the neighborhood for 3 weeks during the holidays.

To be fair, we are acutely sensitive to what is described as "thousands" of visitors to our narrow, curvy street which has no parking, at the same time of year that the entire neighborhood was hit by burglars a few years back. I am hoping that y'all can focus more on showing the house only. It etc. can be accomplished with good, advanced planning to handle security, traffic, parking, hours, and clean up - within reason.

Please let us know if you need any additional information before your meeting. Thanks for your consideration.

Coke Matthews  
 215 Cross Ridge Road

-----  
 To Chris yesterday:

Well, I am highly confident that the city will prohibit the retail activity in an unlicensed venue in the middle of a residential neighborhood. As a neighbor worried about the traffic, security, parking, clean up, etc., I am hoping that y'all can focus more on showing the house only. It projects to be a big operation in a tight space already. Not trying to be a jerk, just hoping to minimize the impact as you know.

-----  
 From: Coke Matthews  
 Sent: Monday, November 16, 2015 4:14 PM  
 To: 'corey flowers'  
 Cc: 'Chris Reebals'  
 Subject: RE: Open house follow up

Corey,

Thanks. What we are hoping to get more details on are:

- Security plan -- very concerned about all day visitors (we hear 1,000s?)
- Parking / shuttle plan -- very limited parking on very narrow street (1,000s?)
- Traffic control (see above): neighbors already exasperated about traffic around construction, especially on such narrow, curved street
- Hours / dates etc. -- concern for disruption of holidays, festivities, etc; -- 7 hours a day all through the holidays and new year?
- Vendor pop up sales? I am not even sure what that is, but I assume it attracts even more of a retail activity in the middle of our neighborhood.

I am a fundraiser for our state's Children's Hospital, so I love that you guys are doing something that benefits pediatric cancer and OHOH. Kayla is a special young woman. But I am hoping you can find a way to balance that well-intentioned exuberance with the concerns and parameters of our very small, narrow-streeted neighborhood, during the otherwise-peaceful holiday season.

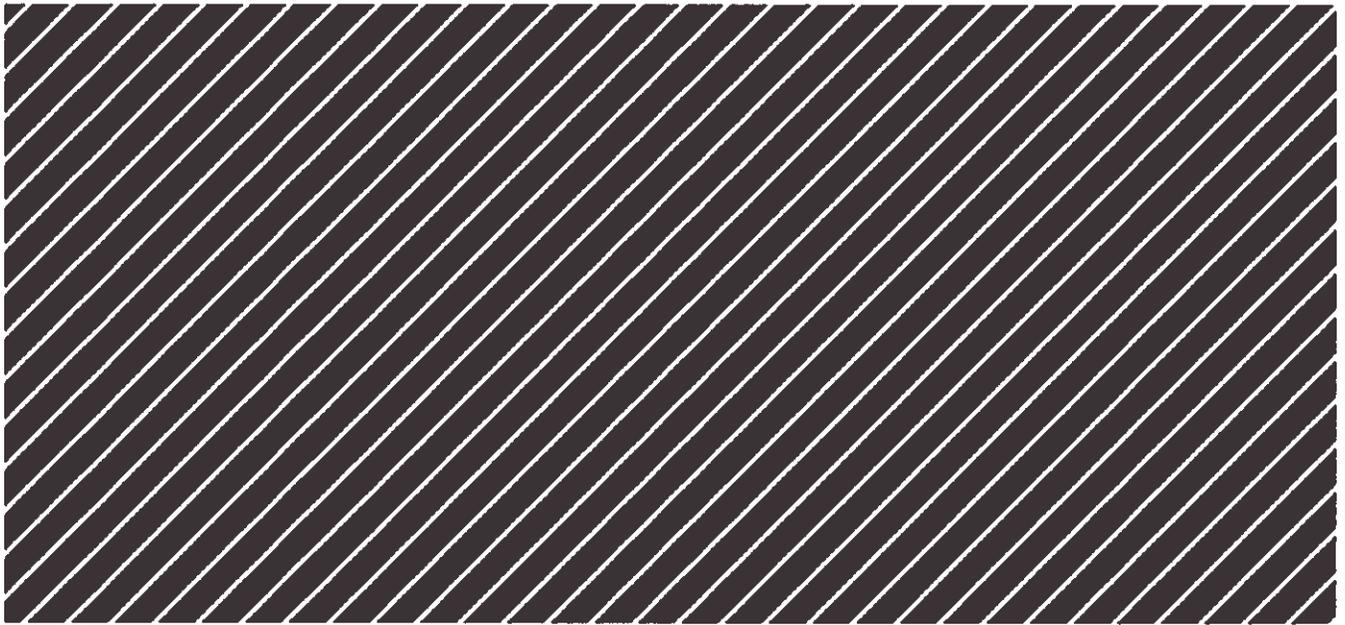
I am not sure how this will work, but I am pleased to see that you are meeting with the City. They have been very strict on decorator showhouse concepts in MB, so I am assuming that they will have specific guidelines that will help guide y'all in your planning. We appreciate your keeping all of us in the loop as the plan is finalized.

Coke

As promised, I have cut and pasted the neighborhood's email list below:

<Maria.Matthews@protective.com>R NEUGENT POSEY <becpo@bellsouth.net>, Jean Thompson <thompsonjean@mac.com>, "Dr. Bobby Holt" <bholt7@aol.com>, Lynne Hennessey <lynn@conceptsusa.com>, Betsy Nichols <lrn3609@bellsouth.net>, George Nolen <gnolen5001@charter.net>, Patti Holt <prholt7@aol.com>, Wim Miree <wmiree@charter.net>, Dick Miree <dmiree@bellsouth.net>, Goodhews <ggoodco@aol.com>, Marc Porter <mporter@portercap.net>, Byrnes <tennmiss@bellsouth.net>, Evelyn Puckett <efcpuckett@aol.com>, Dawn Hutchinson <dawnhutchinson2@aol.com>, Preston Copeland Dixon <pdixon@sterneagee.com>, Lori Adkisson Dixon <ldixon@colonialprop.com>, Surin Techarukpong <surinwest@yahoo.com>, Mary Donworth <donworth@charter.net>, Punky & Pete Eastwood <pe@bellsouth.net>, "pmiree@charter.net" <pmiree@charter.net>, Rebecca Sibley <rsibley@gmail.com>, The Hendersons <jhenderson3601@charter.net>, Anna Shea <nanaanna912@gmail.com>, Lauren Damrich <laurendamrich@gmail.com>, Kathy & Paul Gorman <claireellie@bellsouth.net>, Rod Sones <rodsonesdc@gmail.com>, Erin Tapp <erintapp@uab.edu>, Marlene Willings <mpwillings@gmail.com>, Jim Haise <sterling-t@att.net>, Bruce & Susie Steele <bste0324@att.net>, tim hennessey <tim@conceptsusa.com>, John Scruggs <jhsrscs@gmail.com>, JUDY HAISE <haisej@bellsouth.net>cmatthews@childrengal.org

11/19/2015



-----Original Message-----

From: corey flowers [mailto:corey@christopherai.com]  
 Sent: Monday, November 16, 2015 3:14 PM  
 To: Coke Matthews  
 Cc: Chris Reebals  
 Subject: Re: Open house follow up

Hi Coke -

Sorry I didn't get back to you on Friday. It turned out to be a little busier than I expected in the office and I wanted to get the flyer finalized before I sent it to you. (see attached)

We have a meeting with City officials later this week to further discuss details for the Showhouse.

I do not have an email list for the neighborhood. If you would send me an list of names and/or the email list I can send more details later this week.

Thanks,

Corey

COREY FLOWERS  
 OFFICE MANAGER

3040 Independence Drive, Birmingham, AL 35209 TEL (205) 413.8531 CHRISTOPHERAI.COM <<http://www.christopherai.com/>> Facebook <<http://www.facebook.com/ChristopherArchitects>> € Instagram <<http://www.instagram.com/christopherarchitects>> € Pinterest <<http://www.pinterest.com/christopherarch/>>€ Houzz <<http://www.houzz.com/pro/creebals/christopher-architects-and-interiors>>

Information contained in this e-mail is intended for the stated recipient only. Please do not disseminate or redistribute without the consent of the sender. All graphics, designs and concepts are copyrighted and no unauthorized use is allowed.

On 11/16/15, 1:01 PM, "Coke Matthews" <[cmatthews@childrengal.org](mailto:cmatthews@childrengal.org)> wrote:

>Corey,

>

>Just following up on last week's email from Chris that cc-d you. I am  
 >hoping you can get details out to the neighborhood as soon as possible  
 >regarding your plans for the open house in December.

>

>In addition to questions raised by the ai.com article, I wanted you to  
 >be aware that the neighborhood is acutely sensitive to the holiday  
 >traffic / activity due to the extraordinary rash of break-ins and  
 >burglaries we have experienced during this period before. Therefore,  
 >how y'all plan to handle security is particularly important.

>

>I assume y'all plan to get a comprehensive plan out to the neighborhood.  
 >Glad to get y'all an email distribution list if you do not already have  
 >it.

>

>We look forward to hearing from you.

>Coke Matthews

>

>From: Chris Reebals [chris@christopherai.com]

>Sent: Friday, November 13, 2015 12:48 PM

>To: Coke Matthews

>Cc: corey flowers

>Subject: Re: Open house?

>

>Coke,

>We are planning a tour to raise money for pediatric cancer research.  
 >We are working with the city on details but have arranged most of the  
 >parking to occur at the development down the road so it should be less  
 >disruptive than the construction. Corey is copied and can provide  
 >details.

>I can't really speak too much about the runoff because our landscape is  
 >not fully installed but I'm 100% confident that the final product will  
 >be much better than what was in place before given the terraces and  
 >landscape plan. I do think the city could help and will have my  
 >landscape architect work with them on ideas.

>Sincerely,

>

>Chris Reebals, AIA

>[www.ChristopherAI.com](http://www.ChristopherAI.com)

11/19/2015

>  
>Mobile Transmission  
>  
>> On Nov 13, 2015, at 12:52 PM, Coke Matthews  
>><[cmatthews@childrensal.org](mailto:cmatthews@childrensal.org)>  
>>wrote:  
>>  
>> Chris --  
>>  
>> The neighborhood is abuzz with questions about the open house you are  
>>planning. Rather than jumping in with an uninformed opinion, I wanted  
>>to reach out to you and see what details / facts you can share? Dates,  
>>length, parking - shuttle plans, etc.  
>>  
>> The other issue which we have been sharing is the runoff. Obviously  
>>the bales help, and your associate Chris was helpful getting the mess  
>>cleaned up the other day. After talking with Chris and later with the  
>>City's Glen Merchant, there probably needs to be a more permanent  
>>solution to minimize the runoff created by your lot plan and / or to  
>>get the runoff to run towards the sewer rather than our driveway.  
>>  
>> Would appreciate hearing from you on your plans. Rumor control!  
>>  
>> Coke  
>>  
>>  
>>  
>> Sent from my iPhone  
>> Confidentiality Notice: The information transmitted is intended only  
>>for the person or company to which it is addressed and may contain  
>>confidential or privileged material. Any review, retransmission,  
>>dissemination or other use of, or taking of any action in reliance  
>>upon, this information by person or company other than the intended  
>>recipient is prohibited. If you receive this in error, please contact  
>>the sender and delete the material from any computer.  
>>  
>>  
>>  
>>Confidentiality Notice: The information transmitted is intended only  
>>for the person or company to which it is addressed and may contain  
>>confidential or privileged material. Any review, retransmission,  
>>dissemination or other use of, or taking of any action in reliance  
>>upon, this information by person or company other than the intended  
>>recipient is prohibited. If you receive this in error, please contact  
>>the sender and delete the material from any computer.  
>  
>  
>

Confidentiality Notice: The information transmitted is intended only for the person or company to which it is addressed and may contain confidential or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by person or company other than the intended recipient is prohibited. If you receive this in error, please contact the sender and delete the material from any computer.

---

## Sam Gaston

---

**From:** michael byrne  
**Sent:** Wednesday, November 18, 2015 7:59 PM  
**To:** Sam Gaston  
**Cc:** rebecca@bct123.org; T.J. Willings; Gayle Byrne; Pat & Claire Goodhew; Howard Downey; Wimberly Miree; George Nolen; Coke Matthews; Betsy Reynolds; Chris@christopherai.com; corey flowers; Ted Cook; hayden@ohoh.org  
**Subject:** Re: 3620 Ridgeview

Sam,

Thank you for the opportunity to comment on the proposed plans for the Christopher Showhouse. Unfortunately, we have a prior conflict on Friday afternoon and will not be able to attend. Thus, we are providing our thoughts in the form of an email.

In our earlier email to you, we expressed concerns over three items: traffic, parking, and security. In our opinion, the specifics you outline below only address one of our concerns and, even then, we have a few further questions. We would specifically note the following:

- Having offsite parking is good
  - however, your notes seem to indicate that offsite parking for visitors will be optional
    - you specifically mention that there are 14 on-site parking spaces. This seems to indicate that parking for visitors will be at the Showhouse as well as offsite. We all know people who will spend more time circling a mall parking lot looking for that “close-in” parking spot than simply parking further away and walking. If any advertising or social media indicates that parking is available at the Showhouse, we are confident that many people will first try to find parking at the Showhouse before they drive to the shuttle lot. Thus, traffic in our neighborhood will be horrific. We would also point out that the Showhouse will be held during a time of the year when the weather is cold and often rainy. This will make it even more likely that folks will want to first see if they can find a “close-in” parking spot. We request that all advertising and social media state that parking will NOT be allowed at the Showhouse, but that a shuttle service will be available and provide the address of the shuttle lot. This is the same as the Symphony’s Decorator Showhouse has done for years, and we don’t know why Chris Reebals should be an exception to what is now common practice. The Decorator Showhouse traffic and parking arrangements are not broken, so let’s not fix them.
- You note “14 parking spaces are on the property with valet service provided”. Frankly, we’re stunned that a valet service would even be contemplated. If you lived next door to the Showhouse, would you want valets constantly driving by your house. Remember, they are projecting 20,000 visitors. That’s not our number, that’s their projection. Also, have you ever seen a valet do the speed limit? A valet service is nothing but an end around to the shuttle service and ought to be rejected outright due to the impact on traffic in our neighborhood. Also, if Chris is allowed a valet service this year, it’s a pretty safe bet that the Decorator’s Showhouse will request one next year. Their neighbors will likely have similar feelings. In addition, some parking spaces will be needed for the shuttle vans to be able to pull in and drop off passengers, or pick passengers, turn around, and exit onto the street. Thus, not all 14 spaces are available for parking.
- You mention that the “roadway around this house will be flagged or roped off”. We assume that this area being roped off includes all yards in our neighborhood whose owners request such roping. These roads and streets would include Cross Ridge, Ridgeview Drive (east and west), and Rockbrook Circle. We also assume that the roping or flags will be provided by either the Showhouse or the City and that the City will enforce the No Parking by having a “more often than usual” presence and ticketing those that illegally park. Are these

assumptions correct?

- As for security, you note below that the "Police Dept may require them to hire off-duty officers on the days of the dinner, seminars and expected heavy traffic/attendance". Of course, that also means that the Police Dept may NOT require any off-duty officers. When will we know what the police will require, and will we have a chance to have input? Security is a major concern of many of us due to the rash of break-ins in our neighborhood. We are not trying to put an undue financial burden on the charity, but we're also not wanting to needlessly expose our neighborhood to break-ins and thefts. Also, someone who has chaired the Symphony's Decorator Showhouse told us that they hire a personal security guard for the overnight hours since once a Showhouse is advertised, the thieves assume it is not being lived in, yet full of items worth stealing. Chris may already be planning on this, but we would not want thieves to find our neighborhood to be easy pickings.

Mike and Gayle Byrne  
308 Cross Ridge Road

On Nov 18, 2015, at 3:39 PM, Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)> wrote:

**Regarding the planned open house/tour of this home from December 19th-January 10<sup>th</sup>, our staff met with Chris Reebals and Hayden Patton who is the Director of Development for Open Hands Overflowing Hearts. We had a productive meeting and here are some of the specifics of their plans;**

- opening dinner on December 18<sup>th</sup> for up to 120 people**
- there will be a few seminars conducted at the house during this time frame. Additional information will be provided soon.**
- Police Dept may require them to hire off-duty officers on the days of the dinner, seminars and expected heavy traffic/attendance**
- 14 parking spaces are on the property with valet service provided**
- offsite shuttle service with 2-15 passenger vans**
- Workers at the house will be parked offsite**
- Hours for tours at 11am-6pm**
- Tours will not be available on Christmas Eve, Christmas Day, New Years Eve and New Years Day.**
- roadway around this house will be flagged or roped off to prevent parking along the street**
- website and social media will be used to encourage visitors to use the offsite shuttle service**

**Chris, Hayden and I will be glad to meet you at the house at 3620 Ridgeview at 2pm on Friday so they can explain their plans and to answer your questions.**

**Please let us know if you can attend at 2pm on Friday and if you have any questions or comments, please email me.**

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL  
56 Church Street  
P.O. Box 130009

**Sam Gaston**

---

**From:** Wimberly Miree  
**Sent:** Tuesday, November 17, 2015 12:18 PM  
**To:** Sam Gaston  
**Cc:** Gayle Byrne  
**Subject:** Fwd: Christopher Showhouse

Sam, I have reviewed the email (below) that Michael Byrne sent you regarding the Christopher Showhouse, and agree 100% with his comments. The estimated size of this event is totally incompatible with our neighborhood and its extremely curvy and narrow streets, and neighborhood security is an equally disturbing issue. With many in the neighborhood being away from home during periods of the holidays, it is disconcerting to think of the possible property damage and break-in temptations that could occur while we are away from from our homes, not to mention possible access problems for emergency services if the narrow streets are blocked.

Our neighborhood greatly appreciates all you have done for us over the years, and consequently feel secure in your wise review of the Christopher Showhouse logistical plans.

Pat and Wimberly Miree  
 208 Cross Ridge Road

Begin forwarded message:

**From:** Gayle Byrne <[tennmiss@bellsouth.net](mailto:tennmiss@bellsouth.net)>  
**Date:** November 17, 2015 at 10:56:17 AM CST  
**To:** Claire & Pat Goodhew <[agoodco@aol.com](mailto:agoodco@aol.com)>, Howard Downey <[howard@downey-law.com](mailto:howard@downey-law.com)>, Judy Haise <[haisej@bellsouth.net](mailto:haisej@bellsouth.net)>, Jane & Jimbo Henderson <[jhenderson3601@charter.net](mailto:jhenderson3601@charter.net)>, Maria & Coke Matthews <[maria.matthews@protective.com](mailto:maria.matthews@protective.com)>, Wimberly Miree <[wmiree@charter.net](mailto:wmiree@charter.net)>, George Nolen <[gnolen5001@charter.net](mailto:gnolen5001@charter.net)>, Evelyn Puckett <[efcpuckett@aol.com](mailto:efcpuckett@aol.com)>, Betsy Reynolds <[betsy.reynolds@regulatorysol.com](mailto:betsy.reynolds@regulatorysol.com)>, Rebecca Sibley <[rrsibley@gmail.com](mailto:rrsibley@gmail.com)>, Bruce & Susie Steele <[bstee0324@att.net](mailto:bstee0324@att.net)>, Marlene Willings <[mpwillings@gmail.com](mailto:mpwillings@gmail.com)>, John Scruggs <[jhscrs@gmail.com](mailto:jhscrs@gmail.com)>, Joe Cotlin <[joecotli@yahoo.com](mailto:joecotli@yahoo.com)>, Lori Dixon <[ldixon69@gmail.com](mailto:ldixon69@gmail.com)>, Mary Donworth <[donworth@charter.net](mailto:donworth@charter.net)>, Punky & Pete Eastwood <[gse8@bellsouth.net](mailto:gse8@bellsouth.net)>, Tim Hennessey <[tim@conceptsusa.com](mailto:tim@conceptsusa.com)>, "Dr. Bobby Holt" <[bholt7@aol.com](mailto:bholt7@aol.com)>, Dagny Johnson <[dagny@taggartsolar.com](mailto:dagny@taggartsolar.com)>, Jan May <[may-janet@att.net](mailto:may-janet@att.net)>, Marc Porter <[mporter@portercap.net](mailto:mporter@portercap.net)>, Becky Posey <[becpo@bellsouth.net](mailto:becpo@bellsouth.net)>, Heather & Lee Sims <[hleesims3@gmail.com](mailto:hleesims3@gmail.com)>, Rodney & Amber Sones <[RodsonesDC@gmail.com](mailto:RodsonesDC@gmail.com)>, Erin Tapp <[erintapp@uab.edu](mailto:erintapp@uab.edu)>, Jean Thompson <[thompsonjean@me.com](mailto:thompsonjean@me.com)>  
**Subject:** Fwd: Christopher Showhouse

Mike and I urge you all to let the City know, if you are concerned.

Begin forwarded message:

**From:** michael byrne <[mikeby@bellsouth.net](mailto:mikeby@bellsouth.net)>  
**Subject:** Re: Christopher Showhouse  
**Date:** November 17, 2015 at 10:16:59 AM CST  
**To:** Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)>

Thanks for the quick response, Sam.

Mike

On Nov 17, 2015, at 10:15 AM, Sam Gaston  
<[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)> wrote:

We have not granted any permits and are meeting with them tomorrow to discuss their plans. I can give you an update later this week.

Sam S. Gaston  
City Manager  
City of Mountain Brook, AL.  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL. 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

---

**From:** michael byrne [mailto:[mikeby@bellsouth.net](mailto:mikeby@bellsouth.net)]  
**Sent:** Tuesday, November 17, 2015 10:02 AM  
**To:** Sam Gaston; [cookt@mtnbrook.org](mailto:cookt@mtnbrook.org); [merchantq@mtnbrook.org](mailto:merchantq@mtnbrook.org)  
**Subject:** Christopher Showhouse

I am writing to present the concerns my wife and I share about the upcoming Christopher Showhouse, which is scheduled from 11:00 am-6:00 pm on December 19-January 10 (excluding Christmas Day and New Year's Day). The Showhouse is located at 3620 Ridgeview Drive West. Our primary concerns follow.

- In an event such as this Christopher Showhouse, predicting the number of people who will attend is extremely difficult. However, someone connected to the Showhouse told me last week that they hope to have 20,000 people attend. Our neighborhood simply cannot handle that many people, or anything close to it. There is neither the capacity for the traffic nor the spaces for parking, and creates significant security risks.

The Symphony's Decorator Showhouse addresses the traffic and parking concerns in several ways, none of which we currently see with the Christopher Showhouse.

- The Decorator Showhouse pre-sells tickets (they also sell tickets at the door) with the location of the shuttle service printed on the back of the tickets. While the Christopher Showhouse is selling tickets both on-line and at the door, the location of the shuttle service (if Chris Reebals intends to have a shuttle service for the patrons) is not mentioned on the

ticket. We would also note that even though the Christopher Showhouse does not, to our knowledge, have a permit for the event yet, it is now selling tickets on-line, and perhaps through other avenues. The on-line tickets can be currently purchased at [Christophershowhouse.com](http://Christophershowhouse.com).

- The advertising for the Decorator Showhouse prominently makes note of the location of the shuttle service. Neither the Christopher Showhouse's website nor the website for the charity benefiting from the Showhouse make mention of the location of the shuttle service. Instead, they both prominently mention the address of the Showhouse, which is next door to our house!
  - We ask that all mention of the physical address of the Christopher Showhouse be immediately removed from all advertising and social media controlled by Chris and/or the charity and be replaced with the location of the shuttle service. Even if the shuttle service location has not yet been determined, we ask that the physical location of the house be immediately removed. We would also ask that the Event Permit, if granted, be conditional on not only the securing of an adequate shuttle service but also on the immediate removal (3 days should be sufficient time) of the Showhouse's location on websites and social media. The Decorator Showhouse has a long history and can reasonably estimate the size of the crowd expected and can plan accordingly. While someone connected to the Christopher Showhouse told me that they hope for 20,000, our concern is that the planning will be based on a much lower estimate. Who knows what the number will be? Maybe a much lower number will turn out to be correct. However, what happens if the actual number turns out to be much higher than estimated and the planning is, thus, not sufficient? What are the contingency plans? How will the neighbors be protected? We would request that the planning be based on 20,000 attendees or have strong contingency plans in place, including shutting down the Showhouse if needed to protect the safety and security of the neighborhood

If you've not driven our neighborhood recently, we'd ask that you do so before making any decisions on the permit for the Christopher Showhouse

- The streets are narrow, winding, and hilly, generally without concrete gutters for cars to pull into to get partially off of the road without being on someone's yard. While cars and trucks, including those currently working on the construction of the Christopher Showhouse, shouldn't park on both sides of the street, they sometimes do, making it impossible for larger vehicles to get through. Just last Wednesday, the Waste Management truck was unable to get through and the driver had to back down the hill, turn around, and circle the block to collect trash on the other side of the Christopher Showhouse. What if this had been a fire truck? What is to keep cars from parking on both sides of the street during the Showhouse? Will the City post NO PARKING signs on the sides of the streets in our area, or do the neighbors have to pay for signage? If the neighbors have to spend their own money to put out NO PARKING signs, will the police enforce NO PARKING, including the issuance of tickets? If the City will not pay for the signage, can the Event Permit, if granted, have a provision that the Showhouse must pay for NO PARKING signs acceptable to the neighbors?

Our neighborhood has been particularly hard hit by home break-ins since the Great Recession, with some of our neighbors having been subject to two break-ins and one neighbor two break-ins and another attempted break-in. While we can't speak for our neighbors, I can tell you from conversations with many that security is a major concern. Like many people, my wife and I plan on being out of town for at least several days during the Christmas period. While the police are great about watching houses that request such, the influx of so many people into our neighborhood creates great risk for us. In addition to House Watch, what other security will the neighborhood receive from the City? If not from the City, will the Christopher Showhouse be obligated to security? If so, what level of security and during which hours?

In an email that Chris Reebals sent to a neighbor of ours just yesterday, Chris states, "We are working through this still and, with all due respect, need to get our ducks in a row before we give you answers." Since Chris is still working on the plans, but we would request that the City not approve a permit for the Showhouse until a detailed plan to address traffic, parking, and security has been circulated to the neighbors to give us an opportunity to provide comment. We have the email addresses of almost all of our neighbors (over 25 email addresses) and can quickly disseminate draft plans.

Thank you,

Mike and Gayle Byrne  
308 Cross Ridge Road

## Sam Gaston

---

**From:** uuser  
**Sent:** Tuesday, November 17, 2015 10:36 AM  
**To:** gastons@mtnbrook.org  
**Subject:** Concerns about the Show House at 3620 Ridgeview Drive

I have lived at 316 Cross Ridge Rd since 1977. I have many concerns:

**Traffic:** The road is not 2 lanes wide (20 ft) at the top so you cannot tell if you have on coming traffic and it is not possible for 2 cars to pass. There are no gutters so if you were to park you would be on private property. At night there are no street lights so the road is very dark and dangerous to walk. Construction traffic has cause the road to break up and it will need fixing.

**Safety:** Houses on both sides of the hill have been robbed some more than once (mine twice) due to the easy access. There are 4 houses on my side of the hill that have single women living in them and I worry about their safety.

Cannot be fixed: Cross Ridge road is open to 2 major roads are hard to turn on to (Montclair and Country Club)

I hope the above will be taken into consideration.

Regards,  
Alex P. Goodhew,  
316 Cross Ridge Road  
879-8780 or cell 223-3450

**Sam Gaston**

---

**From:** michael byrne  
**Sent:** Tuesday, November 17, 2015 10:17 AM  
**To:** Sam Gaston  
**Subject:** Re: Christopher Showhouse

Thanks for the quick response, Sam.

Mike

On Nov 17, 2015, at 10:15 AM, Sam Gaston <[gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)> wrote:

We have not granted any permits and are meeting with them tomorrow to discuss their plans. I can give you an update later this week.

Sam S. Gaston  
 City Manager  
 City of Mountain Brook, AL  
 56 Church Street  
 P.O. Box 130009  
 Mountain Brook AL. 35213  
 (205) 802-3803 Phone  
 (205) 870-3577 Fax

---

**From:** michael byrne [mailto:[mikeby@bellsouth.net](mailto:mikeby@bellsouth.net)]  
**Sent:** Tuesday, November 17, 2015 10:02 AM  
**To:** Sam Gaston; [cookt@mtnbrook.org](mailto:cookt@mtnbrook.org); [merchantg@mtnbrook.org](mailto:merchantg@mtnbrook.org)  
**Subject:** Christopher Showhouse

I am writing to present the concerns my wife and I share about the upcoming Christopher Showhouse, which is scheduled from 11:00 am-6:00 pm on December 19-January 10 (excluding Christmas Day and New Year's Day). The Showhouse is located at 3620 Ridgeview Drive West. Our primary concerns follow.

- In an event such as this Christopher Showhouse, predicting the number of people who will attend is extremely difficult. However, someone connected to the Showhouse told me last week that they hope to have 20,000 people attend. Our neighborhood simply cannot handle that many people, or anything close to it. There is neither the capacity for the traffic nor the spaces for parking, and creates significant security risks.

The Symphony's Decorator Showhouse addresses the traffic and parking concerns in several ways, none of which we currently see with the Christopher Showhouse.

- The Decorator Showhouse pre-sells tickets (they also sell tickets at the door) with the location of the shuttle service printed on the back of the tickets. While the Christopher Showhouse is selling tickets both on-line and at the door, the location of the shuttle service (if Chris Reebals intends to have a shuttle service for the patrons) is not mentioned on the ticket. We would also note that even though the Christopher Showhouse does not, to our knowledge, have a permit for the event yet, it is now selling tickets on-line, and perhaps through other avenues. The on-line tickets can be currently purchased at [Christophershowhouse.com](http://Christophershowhouse.com).

- The advertising for the Decorator Showhouse prominently makes note of the location of the shuttle service. Neither the Christopher Showhouse's website nor the website for the charity benefiting from the Showhouse make mention of the location of the shuttle service. Instead, they both prominently mention the address of the Showhouse, which is next door to our house!
  - We ask that all mention of the physical address of the Christopher Showhouse be immediately removed from all advertising and social media controlled by Chris and/or the charity and be replaced with the location of the shuttle service. Even if the shuttle service location has not yet been determined, we ask that the physical location of the house be immediately removed. We would also ask that the Event Permit, if granted, be conditional on not only the securing of an adequate shuttle service but also on the immediate removal (3 days should be sufficient time) of the Showhouse's location on websites and social media. The Decorator Showhouse has a long history and can reasonably estimate the size of the crowd expected and can plan accordingly. While someone connected to the Christopher Showhouse told me that they hope for 20,000, our concern is that the planning will be based on a much lower estimate. Who knows what the number will be? Maybe a much lower number will turn out to be correct. However, what happens if the actual number turns out to be much higher than estimated and the planning is, thus, not sufficient? What are the contingency plans? How will the neighbors be protected? We would request that the planning be based on 20,000 attendees or have strong contingency plans in place, including shutting down the Showhouse if needed to protect the safety and security of the neighborhood

If you've not driven our neighborhood recently, we'd ask that you do so before making any decisions on the permit for the Christopher Showhouse

- The streets are narrow, winding, and hilly, generally without concrete gutters for cars to pull into to get partially off of the road without being on someone's yard. While cars and trucks, including those currently working on the construction of the Christopher Showhouse, shouldn't park on both sides of the street, they sometimes do, making it impossible for larger vehicles to get through. Just last Wednesday, the Waste Management truck was unable to get through and the driver had to back down the hill, turn around, and circle the block to collect trash on the other side of the Christopher Showhouse. What if this had been a fire truck? What is to keep cars from parking on both sides of the street during the Showhouse? Will the City post NO PARKING signs on the sides of the streets in our area, or do the neighbors have to pay for signage? If the neighbors have to spend their own money to put out NO PARKING signs, will the police enforce NO PARKING, including the issuance of tickets? If the City will not pay for the signage, can the Event Permit, if granted, have a provision that the Showhouse must pay for NO PARKING signs acceptable to the neighbors?

Our neighborhood has been particularly hard hit by home break-ins since the Great Recession, with some of our neighbors having been subject to two break-ins and one neighbor two break-ins and another attempted break-in. While we can't speak for our neighbors, I can tell you from conversations with many that security is a major concern. Like many people, my wife and I plan on being out of town for at least several days during the Christmas period. While the police are great about watching houses that request such, the influx of so many people into our neighborhood creates great risk for us. In addition to House Watch, what other security will the neighborhood receive from the City? If not from the City, will the Christopher Showhouse be obligated to security? If so, what level of security and during which hours?

In an email that Chris Reebals sent to a neighbor of ours just yesterday, Chris states, "We are working through this still and, with all due respect, need to get our ducks in a row before we give you answers." Since Chris is still working on the plans, but we would request that the City not approve a permit for the Showhouse until a draft of a detailed plan to address traffic, parking, and security has been circulated to the neighbors to give us an opportunity to provide comment. We have the email addresses of almost all of our neighbors (over 25 email addresses) and can quickly disseminate draft plans.

Thank you,

Mike and Gayle Byrne  
308 Cross Ridge Road

**Sam Gaston**

---

**From:** Betsy Reynolds  
**Sent:** Tuesday, November 17, 2015 9:06 AM  
**To:** [gastons@mtnbrook.org](mailto:gastons@mtnbrook.org)  
**Subject:** Christopher Architects Show house

I spoke with Doris yesterday regarding the upcoming Show House planned by Christopher Architects at 3620 Ridgeview Drive and she suggested that I send you an email. I understand that you will be meeting with the event planners tomorrow. I live at 3609 Ridgeview Drive West and have the following concerns regarding the Show House which is scheduled from December 19 until January 10. As you are aware the streets in our neighborhood are narrow and cannot accommodate a number of people parking on the streets or numerous shuttle buses. We are already having a difficult time during construction with cars parked on the narrow street limiting our ability to maneuver along a blind curve when driving or walking. We cannot accommodate more parked cars on our streets limiting access to our driveways and destroying our yards in the process.

You may not remember but several years ago we had a rash of burglaries in our neighborhood during the holidays. With 20,000+ people expected at the Show House (per workers on site) traveling through our neighborhood, I am extremely concerned about the potential for more break-ins and safety issues. I work and have a teenager at home alone in the afternoons after school. I was told by Christopher Architects office last week that they had not thought about having security available, or for that matter providing any communication with the neighborhood about the event which I suggested that they do. We want to be good neighbors and certainly support the cause which will benefit from the Show House, however, the lack of consideration for the effect to the neighborhood is disconcerting.

Please advise what precautions the City of Mountain Brook will require to be put in place to protect our neighborhood during the Show House or if the neighborhood will have any input in the permitting process for this event. Thank you in advance for your consideration. Betsy Reynolds

Betsy Reynolds

REGULATORY Solutions

[betsy.reynolds@regulatorysol.com](mailto:betsy.reynolds@regulatorysol.com)

Direct: 205.536.7715

Toll Free: 855.734.7655

Fax: 205.536.7621

Cell: 205.532.0157



**CONFIDENTIALITY NOTICE** – The information contained in this e-mail and any attachments to it may be privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it. Thank you.

11/19/2015

## **Sam Gaston**

---

**From:** T.J. Willings

**Sent:** Sunday, November 15, 2015 7:22 PM

**To:** Sam S. Gaston

Sam

Hope you are well

We have two items for you

1. The new home 3620 Ridgeview has caused issues for all neighbors during it's construction; blocking the street, parking, working well into the evening, etc. Now we hear they are planning an open house event for several days just prior to Christmas. Please look into this and have it stopped. There's no room for parking or even a small crowd
2. The curb has not been installed on Country Club

Thank you

T J Willings

1944



CITY OF MOUNTAIN BROOK

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

Date: 13-Nov-15  
To: Sam Gaston, City Manager  
From: Steven Boone  
Subject: Amend the fiscal 2016 budget  
c: Mayor and members of the City Council

I suggest the following amendments be incorporated into the 2016 budget based on the City Council's November 9, 2015 approval of service agreements with the agencies enumerated below.

Ledger	Description	Adopted Budget	Revised Budget	(Surplus) / Deficit	Resolution
100-1100-6372	Approp-Ala Symphony	\$ 0	\$ 12,000	\$ 12,000	2015-156
100-1100-6373	Approp-McWane Center	\$ 0	\$ 10,000	\$ 10,000	2015-161
100-1100-6374	Approp-Jeff/Blount/St Clair MH	\$ 0	\$ 2,100	\$ 2,100	2015-151
100-1100-6375	Approp-Exceptional Foundation	\$ 0	\$ 7,500	\$ 7,500	2015-152
100-1100-6376	Approp-B'ham Museum of Art	\$ 0	\$ 11,500	\$ 11,500	2015-155
100-1100-6377	Approp-B'ham Botanical Gardens	\$ 0	\$ 20,000	\$ 20,000	2015-157
100-1100-6378	Approp-Blueprint Birmingham	\$ 0	\$ 0	\$ 0	
100-1100-6379	Approp-Alabama Ballet	\$ 0	\$ 2,500	\$ 2,500	2015-168
100-1100-6379	Approp-Red Cross	\$ 0	\$ 0	\$ 0	
100-1100-6380-0601	Approp-Bham Childrens Theatre	\$ 0	\$ 5,000	\$ 5,000	2015-158
100-1100-6380	Approp-Birmingham Zoo	\$ 0	\$ 20,000	\$ 20,000	2015-159
100-1100-6381	Approp-Ala Veterans Mem Fnd	\$ 0	\$ 1,000	\$ 1,000	2015-154
100-1100-6382	Approp-Jeff Co Historical Comm	\$ 0	\$ 1,000	\$ 1,000	2015-153
100-3551-6344	Approp-Prescott House	\$ 5,000	\$ 5,000	\$ 0	2015-160
	<b>Total</b>	<b>\$ 5,000</b>	<b>\$ 97,600</b>	<b>\$ 92,600</b>	

Ordinance No. 1938 adopted September 14, 2015 (Surplus) / Deficit \$ (726,554)

Ordinance No. 1944 to be considered November 23, 2015 (Surplus) / Deficit \$ (633,954)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK,  
ALABAMA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING  
OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016**

**BE IT ORDAINED** by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2014 and ending September 30, 2016:

	<u>General Operations</u> (100)	<u>Park Board</u> (115)	<u>Library Board</u> (70X)	<u>Capital Projects</u> (417/428/441)	<u>Other Governmental</u> (5XX/600)	<u>All Other</u> (132/14X/153)
<b>Funds Available:</b>						
<b>Revenues:</b>						
Taxes	\$ 29,472,000	\$ 0	\$ 0	\$ 0	\$ 391,300	\$ 0
Licenses and permits	4,588,700	0	0	0	0	0
Intergovernmental	0	49,500	0	0	0	46,214
Charges for services	549,100	81,200	9,000	0	388,000	130,948
Fines and forfeitures	515,000	0	58,000	0	192,100	0
Grants	0	0	11,138	1,043,000	0	0
Investment Earnings	96,000	500	270	29,200	4,440	8,200
Miscellaneous	264,000	3,000	1,500	25,000	175,000	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Proceeds from the sale of property	0	0	0	0	0	0
Intrafund transfers in:						
General Operations/Capital	0	0	0	3,735,342	990,923	0
Park Board	0	0	0	147,000	0	0
Library Board	0	0	0	102,000	0	0
Other (14X/153)	38,517	0	0	0	0	0
E-911	0	0	0	0	0	0
Operating transfers in-component unit	0	0	25,000	0	0	0
Donations	0	0	81,400	0	0	0
(Surplus) deficit	<u>(633,954)</u>	<u>0</u>	<u>15,990</u>	<u>5,067,361</u>	<u>3,509,866</u>	<u>(33,199)</u>
<b>Total Fund Available</b>	<b><u>\$ 34,889,363</u></b>	<b><u>\$ 134,200</u></b>	<b><u>\$ 202,298</u></b>	<b><u>\$ 10,148,903</u></b>	<b><u>\$ 5,651,629</u></b>	<b><u>\$ 152,163</u></b>
<b>Expenditures:</b>						
Legislation and management	\$ 1,687,945	\$ 0	\$ 0	\$ 1,215,000	\$ 0	\$ 0
Planning, Building & Sustainability	365,714	0	0	9,000	0	0
Intergovernmental	860,874	0	0	0	0	0
Unassigned benefits	754,000	0	0	0	0	0
Finance	1,296,629	0	0	132,520	269,193	0
Fire	7,098,188	0	0	1,252,950	0	0
Inspection Services	430,945	0	0	72,000	0	0
Police	7,169,593	0	0	773,683	435,185	0
Street and Sanitation	6,561,402	0	0	5,953,959	1,200,610	0
Parks and Recreation	0	1,131,602	0	373,150	0	138,646
Library	0	0	3,160,345	75,000	0	0
Debt service payments	0	0	0	0	3,746,641	0
Operating transfers-out:						
General Fund	0	0	0	0	0	38,517
Capital Projects	3,984,342	0	0	0	0	0
Special Revenue	399,282	0	0	0	0	0
Debt Service (Other)	300,000	0	0	291,641	0	0
Other funds (Other)	25,000	0	0	0	0	(25,000)
Park Board	997,402	(997,402)	0	0	0	0
Library Board	<u>2,958,047</u>	<u>0</u>	<u>(2,958,047)</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Expenditures</b>	<b><u>\$ 34,889,363</u></b>	<b><u>\$ 134,200</u></b>	<b><u>\$ 202,298</u></b>	<b><u>\$ 10,148,903</u></b>	<b><u>\$ 5,651,629</u></b>	<b><u>\$ 152,163</u></b>

1944

**BE IT FURTHER ORDAINED** by the City Council of the City of Mountain Brook, Alabama that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the City in the normal course of municipal, public safety, and recreational operations.

**ADOPTED:** The 23rd of November, 2015.

---

Council President

**APPROVED:** The 23rd of November, 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 at its meeting held on November 23, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereon on November 24, 2015, at the following public places 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