

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

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

**JANUARY 11, 2016, 5:30 P.M.**

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1. Approval of the minutes of the December 14, 2015 regular meeting of the City Council.
2. Consideration: Resolution reappointing Keehn Berry to the Park and Recreation Board, to serve without compensation, the term to end January 9, 2021.
3. Consideration: Resolution reappointing Lynn Ritchie to the Villages Design Review Committee, to serve without compensation, the term to end February 12, 2019.
4. Consideration: Resolution authorizing the installation and rental of four (4) fire hydrants on Rock Hill Road and Riverbend Road and the related payment to the Birmingham Water Works Board for installation costs related thereto in the amount of \$10,804.
5. Consideration: Resolution rejecting all bids with respect to the removal and management of invasive plants and noxious weeds at Jemison Park dated December 15, 2015.
6. Consideration: Resolution authorizing the execution of an agreement with the Birmingham-Jefferson County Transit Authority (MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2016.
7. Consideration: Resolution approving the conditional use application submitted by Meta Fitness [service use] for 3150 Overton Road [Local Business District].
8. Consideration: Resolution authorizing the issuance of a purchase order and execution of such other documents that may be determined necessary with respect to the purchase of telecommunication services (Layer 2 Ethernet, Internet, and SIP Trunking) from AT&T based on the pricing as awarded by the State of Alabama.
9. Consideration: Ordinance regulating the installation and operation of small cell antenna in the public right-of-way and private property.
10. Consideration: Ordinance amending Chapter 14 of the City Code with respect to fees associated with small cell antenna installations.
11. Consideration: Resolution authorizing the execution of a franchise agreement between the City and Crown Castle with respect to their installation of small cell antenna in the public right-of-way.
12. Announcement: The next regular meeting of the City Council is January 25, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
13. Comments from residents.
14. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
DECEMBER 14, 2015**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 14th day of December, 2015. The Council President called the meeting to order and the roll was called with the following results:

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

**Absent:** None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

**1. AGENDA**

1. Introduce John Doody, Jr., new Finance Committee member.
2. Proposal from Sain Associates for the design of the Overbrook Road turn lane extension – Alicia Bailey of Sain Associates. (Resolution No. 2015-194 was added to the formal meeting agenda.)
3. Request for 4-hour parking for the parking spaces in front of the Scout Hut at 55 Vine Street-Sam Gaston and Dana Hazen. (Ordinance No. 1947 was added to the formal meeting agenda.)
4. 2015 audit engagement letter (Motion No. 2015-193 was added to the formal meeting agenda.)
5. Designate City Clerk as City's authorized representative to recovery unclaimed property held by the State of Alabama (Resolution No. 2015-195 was added to the formal meeting agenda.)
6. Mr. Boone reported that he received a verbal request from Gloria Clemmensen of 3717 Forest Run Road for the City to remove four (4) pine trees in the triangle at the intersection of Westbury Place and Forest Run Road and a dying tree in right of way between 3715 and 3713 Forest Run Road. (The members of Council asked that Mr. Boone communicate to the neighbors [through Ms. Clemmensen] the requested tree removal to determine whether there are any objections and report back to the City at a later date.)

**2. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further matters for discussion, it was moved by Council President Smith that the City Council convene in executive session to discuss a matter involving a real estate negotiation. The motion was seconded by Council President Pro Tempore Pritchard. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

**Nays:** None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene in the City Hall Council Chamber (Room A108) upon conclusion of the executive session.

### 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 meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on December 14, 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 meeting.

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City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
DECEMBER 14, 2015**

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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 14th day of December, 2015. The Council President called the meeting to order and the roll was called with the following results:

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

**Absent:** None

Also present were City Attorney Carl Johnson, 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 November 23, 2015 regular meeting of the City Council.

<b>2015-184</b>	Expression gratitude to John A. Lyon, Jr. for his service on the Finance Committee (Council member Shelton read the resolution aloud and presented same to Mr. Lyon who was in attendance with his spouse)	Exhibit 1
<b>2015-186</b>	Authorize and ratify the fiscal 2015 transfers from the General Fund to [two] Capital Projects Funds	Exhibit 2
<b>2015-187</b>	Appoint Patrick Higginbotham to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2018	Exhibit 3
<b>2015-188</b>	Authorize certain property surplus and authorizing its sale at public Internet auction	Exhibit 4, Appendix 1
<b>2015-189</b>	Authorize the installation of a street light on South Brookwood Road at South Brookwood Lane	Exhibit 5, Appendix 2
<b>2015-190</b>	Authorize the installation of a street light at 4431 Briar Glen Drive	Exhibit 6, Appendix 3

2015-191	Require employees who have declined medical coverage through the City's group plan to immediately notify the City and to enroll in the City's group medical plan should their outside medical coverage terminate for any reason and inform employees of their financial responsibility for any retroactive medical premiums resulting from the loss of their outside medical coverage	Exhibit 7, Appendix 4
2015-192	Award the [sole] bid to move second floor library shelving to facilitate the installation of carpet presented to Florida Library Designs, Inc. and authorize the issuance of a purchase order and execution any other documents determined to be necessary with respect to said shelving relocation and replacement project	Exhibit 8, Appendix 5
2015-193 Motion	Authorize the execution of the 2015 audit engagement letter (Carr, Riggs & Ingram, LLC)	Appendix 6
2015-194	Accept the professional services proposal submitted by Sain Associates, with respect to the design of a right turn lane extension on Overbrook Road at Montevallo Road and authorize the issuance of purchase order and execution such other documents that may be determined necessary with respect to said project	Exhibit 9, Appendix 7
2015-195	Designate the City Clerk to act on behalf of the City with respect to the recovery of unclaimed property retained by the State of Alabama	Exhibit 10, Appendix 8

Thereupon, the foregoing minutes, motion, and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council member Womack. The minutes, motion, and resolutions were then considered by the City Council. Council member Carl seconded the motion to adopt the foregoing minutes, motion, 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  
Jack D. Carl  
Lloyd C. Shelton  
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes, motion (No. 2015-193), and resolutions (Nos. 2015-184, 186 through 192, 194, and 195) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

**2. CONSIDERATION: RESOLUTION (NO. 2015-185) AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY AND ALL IN MOUNTAIN BROOK TO PROMOTE PUBLIC HEALTH, SAFETY, MORALS, PROSPERITY, CONTENTMENT AND THE GENERAL WELFARE OF THE COMMUNITY (APPENDIX 9)**

The resolution was introduced in writing by Council President Smith who then invited a representative from All in Mountain Brook forward to explain their request.

Jack Young and Leigh Ann Sisson explained the programs and plans for All in Mountain Brook and presented their proposed agreement for the Council's consideration. This 2016 request of \$5,000 (1/2 of the amount requested last year) will be used for the freshmen and sophomore alcohol curriculum (\$4,000) and to facilitate the School Board's drug testing initiative (\$1,000). The request may revert back to \$10,000 for 2017

depending on needs. Participant surveys and program measures and assessments have been implemented as suggested by the City Council last year.

There being no further comments or questions, Council President Pro Tempore Pritchard made a motion that the Council authorizes the execution of the proposed service agreement. The motion was seconded by Council President Smith. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that Resolution No. 2015-185) is adopted by a vote of 5—0 and as evidence thereof she signed the same.

**3. CONSIDERATION: ORDINANCE (NO. 1946) ANNEXING AN UNDEVELOPED PARCEL (23-00-25-4-000-003.000) LOCATED AT 5313 OLD LEEDS ROAD, 35210 CONDITIONED UPON THE OWNERS' EXECUTION AND RECORDING OF THE CITY'S STANDARD FORM PROTECTIVE [DEVELOPMENT] COVENANTS (DENA F. BOWDEN AND SHIRLEY B. FORTENBERRY) (EXHIBIT 11, APPENDIX 10)**

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

Mary O'Neill, representing the applicant, presented the application. The applicant plans to sell the lot which will be subject to the covenants stipulated by the City Council and offered to answer any questions.

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

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1946) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

**4. CONSIDERATION: ORDINANCE (NO. 1947) ESTABLISHING 4-HOUR TIME RESTRICTIONS FOR TEN (10) ON-STREET PUBLIC PARKING SPACES LOCATED AT 55 VINE STREET (EXHIBIT 12, APPENDIX 11)**

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 Womack and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1947) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

**5. CONSIDERATION OF A PUBLIC ASSEMBLY PERMIT FOR 3620 RIDGEVIEW DRIVE FOR AN OPEN HOUSE TO BENEFIT OPEN HANDS OVERFLOWING HEARTS FROM JANUARY 16, 2016—FEBRUARY 7, 2016 (APPENDIX 12)**

The application was introduced in writing by Council President Smith who then invited the applicant forward to introduce and describe the proposed event.

Chris Reebals (owner and architect):

- The application has been reduced from an approximately 25-day event [as considered on November 23, 2015, Minute Book 87, pgs. 672–676] to a 14-day event
- The event is planned daily on each Thursday through Sunday during the period January 16 through February 7, 2016
- The house will be open for tours from 10 a.m. until 4 p.m. on weekdays, and 11 a.m. until 6 p.m. on weekends

- In addition, there will be an evening open house/reception on January 15, 2016
- There will be no parking at the site for attendees and all workers will park on site in the driveway (visitors will be shuttled to and from the house)
- Security cameras will be installed over the duration of the event
- If allowed by residents, ropes and "no parking" signs will be used along the roadway
- Temporary lighting will be used for safety
- If approved, all social media announcements will be updated to reflect whatever conditions are approved
- Contact telephone numbers have been distributed to facilitate communications in the event issues arise during the event
- The 14-day duration is requested due to the cost and logistics of vendors setting up/furnishing the 6,600 square foot home

**Bruce Steele of 3605 Ridgeview Drive West:**

- A petition (Appendix 13, Minute Book 87, page 752) with signature representing 17 households was given to the members of the City Council who oppose the event
- See Appendix 13 for other comments and requests

**Dick Shea [of Morris-Shea Bridge Company]:**

- Was not requested to sign the aforementioned petition
- Lives closer to the house than many of his neighbors
- Has found the owner/architect to be very responsive to calls and concerns raised during the construction of the house
- Admonished opponents as being wrong and selfish to oppose this charity event
- Has agreed to make up whatever financial shortfall occurs between the actual fundraising and the \$200,000 goal

**Claire Goodhew of 316 Cross Ridge Road:**

- Believes the fundraising event should proceed subject to the stipulations outlined in the application

**Coke Matthews of 215 Cross Ridge Road:**

- Is not ashamed and offers no apology for seeking a compressed duration, reduced hours of operation (a less obtrusive event), and security on-site during the event
- Is supportive of the revised schedule and conditions as outlined in the application

**Mr. Gaston:**

- During the meeting with affected residents, the event was contemplated to run from January 16 through January 31 (a 10-day event) and the Council can adjust the requested 14-day event should it so desire

**Wimbley Miree of 208 Cross Ridge Road:**

- Feels that a 10-day event is adequate to achieve the desired fundraising goal

**Council member Alice Womack:**

- Proposed that the City Council consider modifying the application to limit the event from January 16 through January 31 (a 10-day event) along with the other expressed conditions

**Council President Pro Tempore Pritchard:**

- Restated his [November 23] opinion that the event should be limited to 3-days due to health, safety, and welfare concerns of the affected residents

**Council member Shelton:**

- Recognizes that the location is the basic problem with this event but thinks that the applicant has gone to great lengths to take the residents' concern into consideration and has made appropriate concessions

- Believes Ms. Womack's suggestion is appropriate

Council member Carl and Mayor Oden each expressed their agreement with Mr. Pritchard's 3-day recommendation.

There being no further comments or discussion, Council member Womack made a motion that the application be approved subject to its modification to limit the event from January 16 through January 31, 2016 (10-days) [and an open house event on January 15, 2016] along with the other conditions stipulated in the application and reminded Mr. Reebals that the permit can be revoked if the conditions outlined in the application are not strictly followed. Council President Smith seconded the motion. Thereupon, Council President Smith called for vote with the following results:

Ayes:	Virginia C. Smith, Council President Lloyd C. Shelton Alice B. Womack
Nays:	William S. Pritchard, III, Council President Pro Tempore Jack D. Carl None

The Council President Smith declared that the said [modified] application (No. 2015-196) is hereby adopted by a vote of 3—2.

#### 6. 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, January 11, 2016 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.

#### 7. ADJOURNMENT

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

#### 8. 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 A108) on December 14, 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

#### EXHIBIT 1

#### RESOLUTION NO. 2015-184

WHEREAS, John A. Lyon, Jr. served on the City of Mountain Brook, Alabama Finance Committee from December 13, 1999 until October 31, 2015; and

**RESOLUTION NO. 2016-001**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Keehn Berry is hereby reappointed to the Park and Recreation Board, to serve without compensation, with the term of office to end January 9, 2021.

**ADOPTED:** This 11th day of January, 2016.

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

**APPROVED:** This 11th day of January, 2016.

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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

**RESOLUTION NO. 2016-002**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Lynn Ritchie is hereby reappointed to the Village Design Review Committee, to serve without compensation, with the term of office to end February 12, 2019.

**ADOPTED:** This 11th day of January, 2016.

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

**APPROVED:** This 11th day of January, 2016.

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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

**RESOLUTION NO. 2016-003**

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install two fire hydrants to service the residents on Rockhill Road and two fire hydrants to service the residents on Riverbend Road, at the following locations:
  - (1) Approximately 738' East of the intersection of Rockhill Road and Belle Meade Lane on the property line of 3629 and 3633 Rockhill Road. and,
  - (2) Approximately 1308' East of the intersection of Rockhill Road and Belle Meade Lane on the property line of 3641 and 3645 Rockhill Road.
  - (3) Approximately 960' Southeast of the intersection of Riverbend Road and Dunbrooke Drive near the property line of 3530 and 3540 Riverbend Road.
  - (4) Approximately 1525' Southeast of the intersection of Riverbend Road and Dunbrooke Drive on the property of 3560 Riverbend Road.
2. That the City of Mountain Brook will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the total cost of \$2,701.00 each for a total of \$10,804.00.
3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge additional rental charges for four fire hydrants to service the residents of Rockhill Road and Riverbend Road.
3. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

**ADOPTED:** This \_\_\_\_ day of January, 2016.

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

**APPROVED:** This \_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steve 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 January 11, 2016, as same appears in the minutes of record of said meeting.

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

**RESOLUTION NO. 2016-004**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby rejects all bids (publicly opened on December 30, 2015) with respect to removal and management of invasive plants and noxious weeds at Jemison Park.

**ADOPTED:** This 11th day of January, 2016

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

**APPROVED:** This 11th day of January, 2016

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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



**CITY OF MOUNTAIN BROOK**

P. O. Box 130009  
Mountain Brook, Alabama 35213-0009  
Telephone: 205.802.2400  
[www.mtnbrook.org](http://www.mtnbrook.org)

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January 4, 2016

Sam Gaston, City Manager

An RFP was posted for removal of invasive plants in Jemison Park. Only one response was submitted. It was from Father Nature Landscapes for a total of \$47,365.00. Because they did not meet the listed minimum qualifications in the RFP, the bid will need to be rejected.

Shanda Williams

c: Bid file

RESPONSE FORM - INVASIVE PLANT MANAGEMENT RFP

We (I) propose to furnish the following services at the price(s) stated below and comply with all conditions, specifications and terms in this RFP.

Respondent: FATHER NATURE LANDSCAPES OF BIRMINGHAM, INC.

Business Address of Respondent 4671 Appaloosa Drive  
Birmingham, AL 35210

Contact for Respondent: Name: David L. McCree  
Day Tel # 205 533 4809  
Email: david@fathernaturelandscapes.com

- a. \$ 41,965 All Inclusive Hourly Charge for a 3-Person Crew to perform the first phase of services to remove and spray invasive plant species in the specified areas shown on attached maps of trails at Jemison Park. Approximately 350 hours\* are estimated to be required for these initial operations by a 3 person crew. The price quoted for these operations shall be the total price per hour per crew of 3 people, and include expenses that the contractor will incur for all labor, material, equipment, supplies, reporting and administrative costs during this initial phase.

Comments: ESTIMATED HOURS: 720  
Equipment & Debris hauling & dumping included.

- b. \$ 5400 All Inclusive Hourly Charge for a One Person to perform follow up work in phase two of the project to treat and spray any regrowth of invasive plant species in the specified areas shown on attached maps of trails at Jemison Park. Approximately 110 hours\* are estimated to be required for one person to perform this second phase of the project. The price quoted for these operations shall be the total price per hour per for work to be performed by one person, and include all labor, material, equipment, supplies, reporting and administrative expenses that the contractor will incur in performing its contract obligations during this second phase of the project.

Comments: Price includes materials & surfactant.

\*The hours listed above are estimates only. The Respondent is responsible for assessing the amount of time that it determines will be needed to complete the two phases of the project at Jemison Park. By estimating these hours, the City does not guarantee that the contractor will receive any guaranteed amount of compensations as it will be paid only for hours actually worked.

c. Additional Crew Members/Workers: If known at this time, list the price per person per hour of each additional crew member or worker that you believe would be required to assist in performing the work during the two phases of the project at Jemison Park. (This hourly price includes all extra equipment, supplies, labor and administrative costs related to any such additional worker).

- \$ 58 All Inclusive Hourly Charge for each Additional Crew Member needed during Phase One of project.
- \$ 90 All Inclusive Hourly Charge for each Additional Worker needed during Phase Two of project.

Comments: PRICE per hr is All inclusive of dump fees & equipment.

d. Please note any exceptions to the Specifications. (Attach a supplemental page if additional space is needed):

Exceptions: Landscape & other ground covers near the waters edge. Needs to be discussed. This could be impractical but feel necessary to discuss.

### Certification

The undersigned representative of the Respondent submitting this proposal certifies that he/she is authorized to sign below and submit this Response Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Respondent:

Daniel Louis McCurry  
(Type or Print)

By: [Signature]  
Signature of Representative

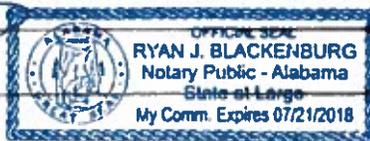
Printed Name of Representative

Its: OWNER / PRESIDENT  
Title Authorized Representative

Sworn to and subscribed before me this date: December 31, 2015

Notary Public: [Signature]

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



(Seal)

## CHECKLIST

A complete bid packet will consist of the items listed below. Place an "X" next to each item that you are submitting to the City. Failure to submit the requested information could result in the City not accepting your proposal.

Response Form (Pages 12-13)

Checklist (this page)

Information Requested on Other Required Information Form (Pages 14-16).

## OTHER REQUIRED INFORMATION

Please provide the information requested in the Specifications and Instructions. If additional space is needed, please attach and clearly label those supplemental pages.

1. List the experience that your company or firm has experience in providing invasive plant and noxious weed species removal and management services of the nature in this RFP. (Section 3.1(a)). As to each like project, describe the nature of the services provided, your firm's role, the customer, location of work,

FATHER NATURE has worked with the Freshwater Land Trust on roughly 5 projects. The projects all contained invasive eradication through pulling, cutting & trunk painting with minimal spraying. We typically are also building nature trails, bridges & planting native species to help cover the ground & reduce repeat infestation. Father Nature has also worked with and have been awarded future work with the Nature Conservancy doing similar projects with mainly eradication.

2. Generally describe the experience that your company or firm experience as an applicator of both industrial and agricultural herbicides. (Section 3.1(b)).

FATHER NATURE is divided into 3 divisions: Construction, Design & Garden Maintenance. We have crews that apply herbicides & many other pesticides on a daily basis and have since the gardening groups inception in 1999.

3. List the herbicides you propose to use in your work for the City.

Prosecutor + SURFACTANT

4. List the licenses your firm holds as a commercial pesticide applicator in the following categories: Ornamental and Turf (or Forestry) and Aquatic. A copy of these licenses shall be furnished with the response. (Section 3.1(c)).

OTPS - ORNAMENTAL & TURF PEST CONTROL PERMIT  
(STATE CERTIFICATION)

5. List the names of your workers who will provide herbicide application duties and the licenses that they hold applicable to the treatment invasive plants. Also, attach copies of these licenses. (Section 3.1(d)).

Applicator will be spraying under the license of  
ANDREW J. McCURRY III. The applicator will be  
BRIAN MEADOWS & COLLIN VAKULB.

6. Please describe the experience and training that the members of the crew you proposed using in the first phase of the project have in identifying invasive and native plantings and trees. (Section 3.1(e))

FATHER Nature hosts weekly training events. These events include everything from plant identification to other best practices.

7. As references, please identify (3) customers that have received invasive plant removal and weed control services similar to those specified in the RFP. Please include the following information as to each reference (Section 3.1(f)): Business Name, Address, Contact Person, Telephone Number, Email Address, Date of Services, Nature of Project/Description of Services and Cost of Services:

I. Freshwater Land Trust

2308 1<sup>st</sup> Avenue North

Brantley, AL 35203

Zac Napier : 205.531.7799

zac.napier@freshwaterlandtrust.org

12 occasions from December 2011 - December 2014

Prices ranging from \$75 - 35,000 clean-ups.

II. The Nature Conservancy

2100 1<sup>st</sup> AVENUE N.

BIRMINGHAM, AL 35203

Paul L. Freeman: 205. 706. 7681

pfreeman@tnc.org

NOVEMBER 2015

CLEAR-OUT AREA OF INVASIVES saving all claimable natives &  
install a boat launch, moss rock stone steps, concrete  
pathway and erosion prevention moss rock Boulders.

\$24,957

III. Lockerbie Client

3874 Lockerbie Drive

Mountain Brook, AL 35223

Upon request:

Upon request:

Detail removal of invasive species in 2-3 acre natural  
area, build nature trails with bio-refuge pond, dry creek beds,  
water run-off mitigation and native plantings to reduce re-infestation

\$110,000

**RESOLUTION NO. 2016-005**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (MAX) fiscal 2016 Transit Service Agreement, in the form as attached hereto as Exhibit A.

**ADOPTED:** This 11th day of January 2016.

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

**APPROVED:** This 11th day of January 2016.

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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



Interim Executive Director  
Barbara Murdock

Board Chairperson  
Dr. Patrick L. Sellers

**BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY**  
2121 Reverend Abraham Woods Jr. Blvd. ♦ Suite 500 ♦ Post Office Box 10212  
Birmingham, Alabama 35202-0212  
Phone (205) 521-0161 ♦ Fax (205) 252-7633 ♦ www.bjcta.org

November 11, 2015

The Honorable Lawrence Terry Oden, Mayor  
City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213

Dear Mayor Oden:

**Re: Proposed MAX FY2016 Annual Capital and Operating Budget**

In accordance with Act No 87-449 and Act No 2013-380 of the Alabama Legislature, the Birmingham-Jefferson County Transit Authority (AKA- MAX) is submitting its Proposed Fiscal Year 2016 Operating and Capital Budgets request for funding.

The proposed service hours to be provided for the City of Mountain Brook in FY 2016 are **1,661.30** at a cost of **\$103,764.80** or **\$62.46** per service hour. The Operating and Capital costs are included in the **\$103,764.80** request. If the proposed anticipated revenues of **\$103,764.80** are received; it would drastically assist with the Operating and Capital costs of Max.

In the previous year we received annual payment. We are proposing, in accordance with Alabama Legislative Act No 2013-380, that we receive your annual payment via Ad Valorem in FY 2016. We are attaching a contract stating those payment terms. We look forward to meeting with you to discuss your continued support of BJCTA /MAX, the proposed service hours, capital projects and costs for fiscal year 2016. As you are aware, demographics and travel patterns have changed over the years; and MAX is reviewing its bus routing as well to accommodate the growth and economic development along Routes in your city. We ask that you permit Max appropriate staff and I, to revisit later in FY 2016 to discuss the possibility of other transit service improvements in your city.

If you have any questions, please don't hesitate to contact me at (205) 521-7435, or Mikesha Harvill, my Executive Assistant, at the same number.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Murdock", written over a horizontal line.

Ms. Barbara Murdock  
Interim Executive Director

Enclosures

Cc: Director Rev. Patrick L. Sellers and File

BIRMINGHAM - JEFFERSON COUNTY TRANSIT  
AUTHORITY  
P. O. BOX 10212  
(205-521-0122)  
BIRMINGHAM AL 35202-

**Invoice**

11/11/2015  
Reference #  
000000014122

357

**Bill To:** CITY OF MOUNTAIN BROOK  
ATTN: LAWRENCE TERRY ODEN, MAYOR  
56 CHURCH STREET  
MOUNTAIN BROOK AL 35213-

FY 2016 TRANSIT SERVICE - OCTOBER 1, 2015 - SEPTEMBER 30, 2016

Terms: Net 30

Page 1

Line	Item #	Description	Quantity	U/M	Unit Price	Extended Price
1	2000	ROUTE SERVICE OCTOBER 1, 2015 - SEPTEMBER 30, 2016	1,661.30	HR	\$62.46	\$103,764.80
<b>SubTotal:</b>						\$103,764.80
<b>Invoice Total:</b>						\$103,764.80

## **BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY TRANSIT SERVICES AGREEMENT**

This Transit Services Agreement ("Agreement") is made and entered into this 13<sup>th</sup> day of November, 2015, by and between the **Birmingham-Jefferson County Transit Authority**, a public corporation organized under the laws of the state of Alabama (the "BJCTA") and the **City of Mountain Brook, Alabama**, a municipal corporation organized under the laws of the state of Alabama (the "City").

### **Recitals**

**WHEREAS**, the BJCTA was established by Alabama Legislative Act No. 1971-993 to provide mass public transportation services and repealed by Alabama legislative Act No.2013-380 to expand and improve mass public transportation services in Jefferson County, Alabama; and

**WHEREAS**, Alabama Legislative Act No.2013-380 (the "Act") provides that the annual amount to be paid each municipality which elects to be served by the BJCTA shall be ascertained by multiplying the total projected hours of operation in such municipality for the forthcoming fiscal year based upon its certified routes times the cost per hour of operation set forth by the BJCTA; and

**WHEREAS**, the Act provides that the annual amount to be paid by the City shall be certified by the BJCTA to the Jefferson County Tax Collector for its collection and payment; and

**WHEREAS**, the City elects and requests transit services from the BJCTA in accordance with the Act; and

**WHEREAS**, the BJCTA desires to provide such transit services to the City

**NOW, THEREFORE**, in consideration of the premises, in accordance with Alabama Act 2013-380 and the foregoing recitals; and other good and valuable consideration contained herein, the City and the BJCTA (the "Parties") agree as follows:

1. The BJCTA agrees to provide transit services to the City for the fiscal year commencing on October 1, 2015 (the "Effective Date") and ending on September 30, 2016 (the "Fiscal Year"). Such transit services shall be provided on such routes and schedules as set forth in Attachment A "Transit Services", attached hereto and incorporated herein by reference.

2. The City agrees to pay the BJCTA \$103,764.80 for the provision of transit services for the forthcoming Fiscal Year. This sum represents 1,661.30 service hours of Transit Services, as requested, at a rate of \$62.46 per hour of operation. The City acknowledges that such amount shall be collected from its ad valorem taxes and paid to the BJCTA by the Jefferson County Tax Collector.

3. The BJCTA will invoice the City for the above stated amount at the beginning of the Fiscal Year. Such amount owed shall be certified to the Jefferson County Tax Collector. If the BJCTA should at any time authorize the suspension or termination of the Transit Services due to nonpayment, this Agreement shall be terminated. Such termination due to nonpayment to be effective upon the serving of written notice of such termination of Transit Services within the City for nonpayment.

4. Notice whenever required or permitted under the provisions of this Agreement shall be in writing and shall be deemed to have been given three days after the deposit of such notice in the United States Mail, via certified mail, postage prepaid, addressed:

If to BJCTA:                      Attn: Interim Executive Director  
                                                 Birmingham-Jefferson County Transit Authority  
                                                 2121 Reverend Abraham Woods Jr. Blvd.  
                                                 Suite 500  
                                                 Birmingham, AL 35203

And, if to City:                      The Honorable Lawrence Terry Oden, Mayor  
                                                 City of Mountain Brook  
                                                 56 Church Street  
                                                 Mountain Brook, AL 35213

5. Subject to the rights of the Parties as set forth in Paragraph 3 concerning termination, this Agreement shall commence on the Effective Date and shall terminate at the conclusion of the Fiscal Year.

6. The BJCTA and the City do not intend that any benefit inure to a third party under any provision of this Agreement.

7. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the Effective Date of this Agreement; (f) action by any governmental authority such as curfews or imposition of Marshall Law; (g) national or regional emergency affecting bus services; (h) strikes or labor stoppages by BJCTA's employees; (i) shortage of adequate power or telecommunication facilities; (a "Force Majeure Event"). The Party suffering a Force Majeure Event shall give written notice within thirty days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

8. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and no amendments or modifications hereof shall be effective unless executed in writing by duly authorized personnel of the Parties hereto. All previous communications between the Parties whether verbal or written, with reference to the subject matter herein are null and void and are hereby superseded by this Agreement.

9. Either Party's delay in enforcing or exercising or failure to enforce or exercise any provision of this Agreement or rights existing hereunder shall not in any way be construed as or constitute a waiver of any such provision or right, or prevent that Party thereafter from enforcing each and every other provision or right of this Agreement. Any express waiver of any obligation by either Party in any one instance shall not limit or waiver in any other instance.

10. All provisions, terms, and conditions of this Agreement shall be deemed severable in nature. If, for any reason, the provisions contained herein are held to be to any extent invalid or contrary to the Constitution of the State of Alabama or any federal statute or applicable law, then to the extent that such provisions are, or shall be, valid and enforceable under applicable law, then this Agreement shall be construed and interpreted to provide for maximum enforceability under applicable law.

11. In performance of the City's obligations pursuant to this Agreement and pursuant to federal, state, and local law, the City agrees to comply with all applicable provisions of federal, state, and local laws, regulations, including but not limited to all Federal Transit Administration ("FTA") laws, rules, regulations, directives, as amended and all amendments to FTA's Grant Cooperative Agreement and its Master Agreement that may be subsequently adopted, as applicable to the Agreement to the maximum extent feasible, unless FTA provides otherwise in writing.

12. This Agreement shall be governed by the laws of the state of Alabama.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by its duly authorized representatives.

BIRMINGHAM-JEFFERSON COUNTY  
TRANSIT AUTHORITY

By:   
Its Interim Executive Director

ATTEST:

CITY OF MOUNTAIN BROOK,  
ALABAMA

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

By: \_\_\_\_\_  
Its Mayor

ATTACHMENT A

**TRANSIT SERVICES**

WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	5th Ave N & 19th St N	Highland Ave & 26th St	Church & Euclid	Overcrest & Cherokee	Stoneridge & Overton
7:53	7:56	8:11	8:21	8:41	9:05

WEEKDAY INBOUND					
F	E	G	D	C	A
Stoneridge & Overton	Overcrest & Cherokee	Euclid & Montevallo	Church & Euclid	Highland Ave & 26th St	Central Station
2:40	2:56	3:08	3:12	3:23	3:30

PM times are in bold.

### How to read this Bus Schedule

- ⇒ To follow a bus trip you read across the page, left to right.
- ⇒ Times are given at certain points along the bus route called time points.
- ⇒ If your departure or arrival point is between one of the time points, estimate the time the bus will be at your stop.
- ⇒ Depending on which direction you wish to travel, find that time point under Inbound or Outbound. Inbound means the bus is traveling to downtown Birmingham. Outbound means the bus is traveling away from downtown.
- ⇒ When dash lines appear under a time point, it means the bus will not stop on that particular trip.
- ⇒ Be at the bus stop a few minutes early to allow for errors in estimating.

All times listed may vary with weather and traffic conditions.

MAX will not provide service on the following holidays:

New Year's Day  
4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day

MAX will operate the "Saturday" schedule on the following days:

Martin Luther King, Jr. Day  
Memorial Day  
Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101  
Information Hours: 6:00 am – 9:00 pm, Monday-Saturday  
Lobby Hours: 6:00 am – 9:00 pm, Monday-Saturday



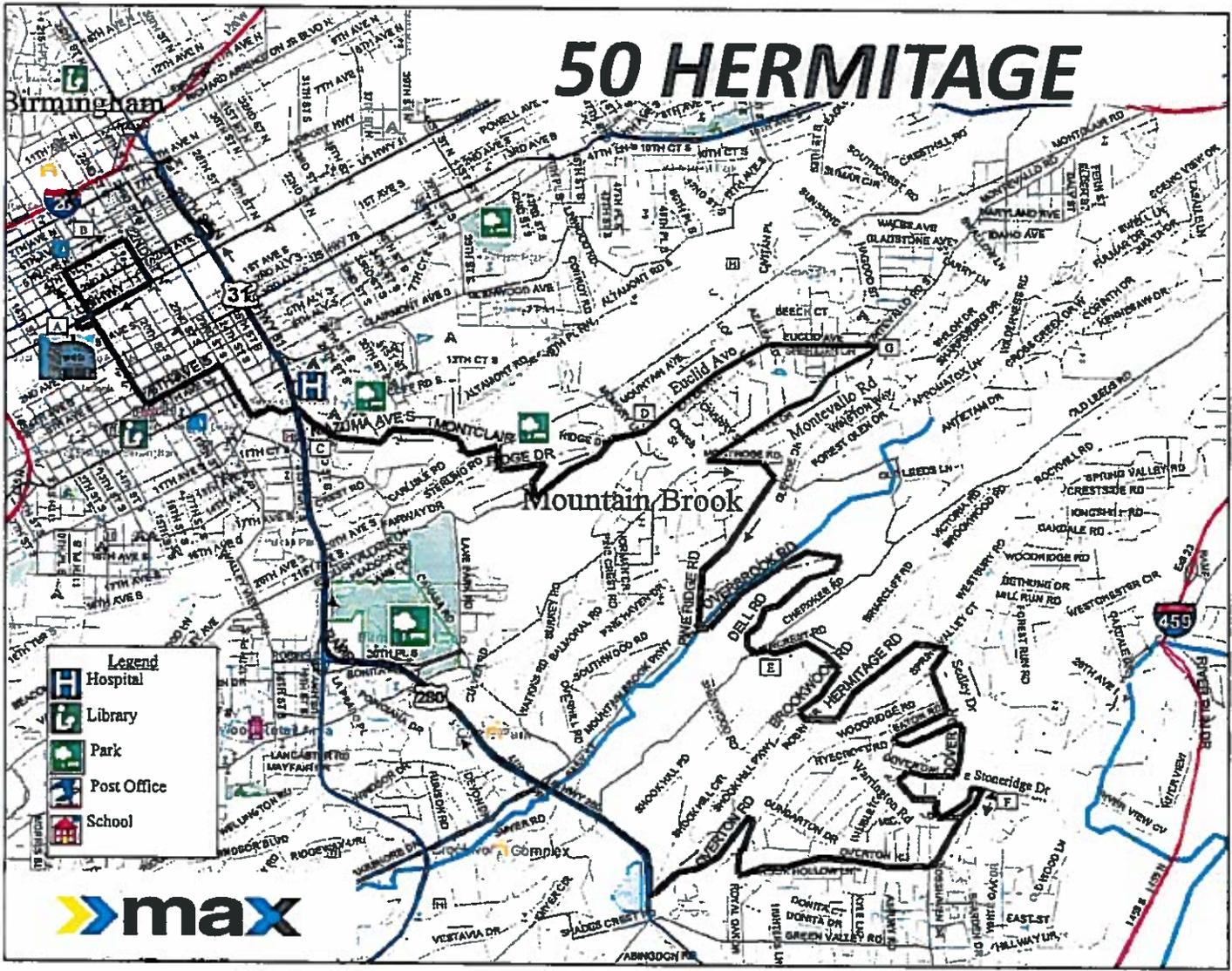
# 50 HERMITAGE

Effective February 1, 2015

### Locations Served:

Downtown Birmingham  
UAB  
Kirklin Clinic  
Erskine Ramsey Park  
Downtown Mountain Brook  
Publix  
Hwy 280

FOR INFORMATION CALL: 521-0101  
OR VISIT OUR WEBSITE [www.bjcta.org](http://www.bjcta.org)



# 50 HERMITAGE

<b>FARES &amp; PASSES</b>	
Drivers do not carry change. Please have exact fare or a pass.	
Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades (w/ ID card)	.80
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
U-Pass Monthly (College Students with ID)	36.00
*Senior citizens that are 62+, persons with disabilities, and Medicare card holders ride for half fare*	
Please observe these regulations while on the bus:	
<ul style="list-style-type: none"> <li>◆ Please let others exit before boarding.</li> <li>◆ Front seats are reserved for the elderly &amp; disabled.</li> <li>◆ Never extend arms or other objects out of window.</li> <li>◆ Use handrails and remain seated while the bus is in motion.</li> <li>◆ Eating and smoking are not allowed.</li> <li>◆ Radios with listening devices (earplugs, headphones) are allowed.</li> <li>◆ Foul, obscene language and disruptive behavior will not be tolerated.</li> </ul>	



# 50 CHEROKEE BEND

Effective February 1, 2015

Locations Served:

Downtown Birmingham

UAB

Kirkin Clinic

Downtown Mountain Brook

Mtn. Brook Country Club

Hwy 280

FOR INFORMATION CALL: 521-0101  
OR VISIT OUR WEBSITE [www.bjcta.org](http://www.bjcta.org)

## WEEKDAY OUTBOUND

A	B	C	D	E	F
Central Station	5th Ave N & 19th St N	Highland Ave & 26th St	Church & Euclid	Old Leads Ln & Stoneriver	Belle Meade & Rockhill
8:05	8:08	8:15	8:20	8:30	8:55

## WEEKDAY INBOUND

G	H	E	D	C	A
Brookwood & Westbury	Crosshill Rd & Rockhill Rd	Old Leads Ln & Stoneriver	Church & Euclid	Highland Ave & 26th St	Central Station
2:48	2:51	3:00	3:23	3:30	3:46

PM times are in bold.

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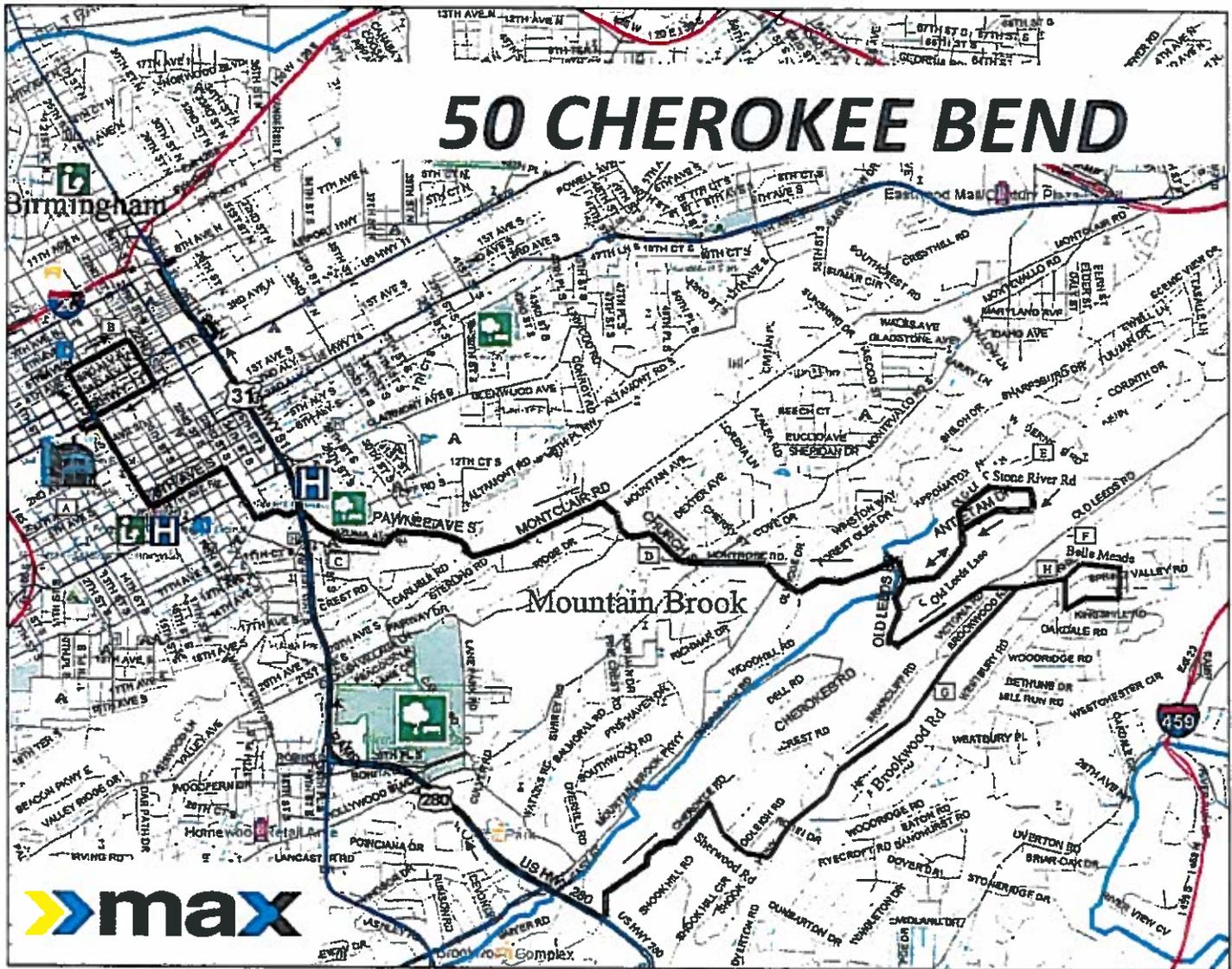
MAX will not provide service on the following holidays:

- New Year's Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

MAX will operate the "Saturday" schedule on the following days:

- Martin Luther King, Jr. Day
- Memorial Day
- Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101  
Information Hours: 6:00 am - 9:00 pm, Monday-Saturday  
Lobby Hours: 6:00 am - 9:00 pm, Monday-Saturday



# 50 CHEROKEE BEND

## FARES & PASSES

Drivers do not carry change.  
Please have exact fare or a pass.

Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades (w/ ID card)	.80
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
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\*Senior citizens that are 62+, persons with disabilities,  
and Medicare card holders ride for half fare\*

Please observe these regulations while on the bus:

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- ◆ Eating and smoking are not allowed.
- ◆ Radios with listening devices (earplugs, headphones) are allowed.
- ◆ Foul, obscene language and disruptive behavior will not be tolerated.

WEEKDAY OUTBOUND							
A	B	C	D	E	F	G	H
Central Station	5th Ave N & 19th St	English Village	Mtn. Brook Cahaba & Montevallo	Overhill & Canterbury	Overton & Locksley	Caldwell Mill Road	Overton & Hwy 280
8:07	8:10	8:31	8:34	8:38	8:55	9:06	9:16

WEEKDAY INBOUND								
A	B	C	D	E	F	G	H	I
Central Station	5th Ave N & 19th St	Caldwell Mill Road	Green Valley & Royal Oaks	Overton & Locksley	Overhill & Canterbury	Mtn. Brook Cahaba & Montevallo	English Village	Central Station
2:27	2:30	2:50	2:54	3:02	3:17	3:22	3:25	3:57

PM times are in bold.

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4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day

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Martin Luther King, Jr. Day  
Memorial Day  
Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101  
Information Hours: 6:00 am – 9:00 pm, Monday-Saturday  
Lobby Hours: 6:00 am – 9:00 pm, Monday-Saturday



# 51 CAHABA

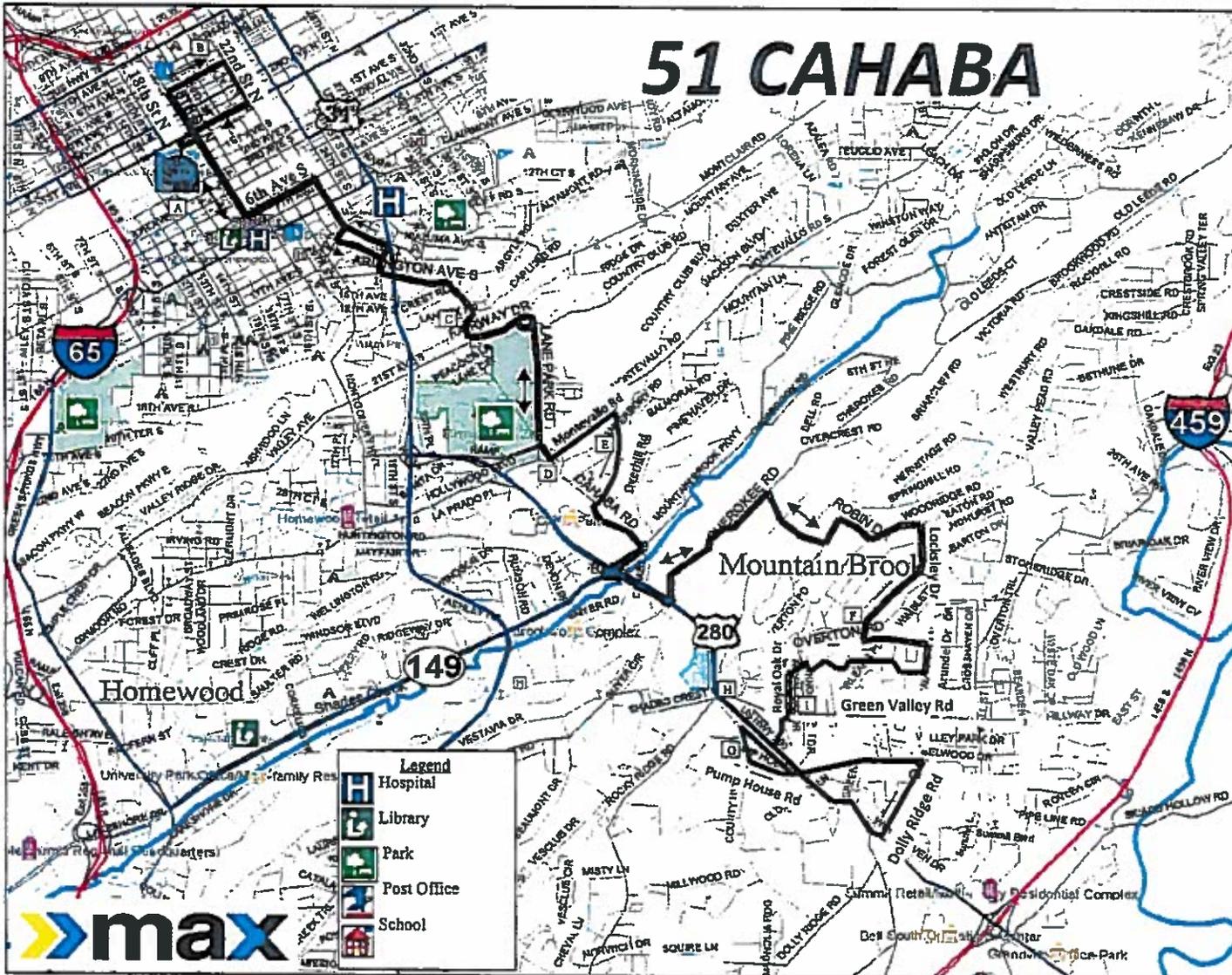
Effective February 1, 2015

### Locations Served:

Downtown Birmingham  
UAB  
Kirklin Clinic  
Birmingham Botanical Gardens  
Birmingham Zoo  
Downtown Mtn. Brook  
Whole Foods Market  
Hwy 280  
English Village

FOR INFORMATION CALL 521-0101  
OR VISIT OUR WEBSITE [www.bjcta.org](http://www.bjcta.org)

# 51 CAHABA



## FARES & PASSES

Drivers do not carry change.  
Please have exact fare or a pass.

Adult (one way)	1.25
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- ◆ Never extend arms or other objects out of window.
- ◆ Use handrails and remain seated while the bus is in motion.
- ◆ Eating and smoking are not allowed.
- ◆ Radios with listening devices (earplugs, headphones) are allowed.
- ◆ Foul, obscene language and disruptive behavior will not be tolerated.

**RESOLUTION NO. 2016-006**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the [service] conditional use application submitted by Meta Fitness (service use) for 3150 Overton Road [Local Business District].

**ADOPTED:** This 11th day of January, 2016.

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

**APPROVED:** This 11th day of January, 2016

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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



Dana O. Hazen, AICP  
Director of Planning,  
Building & Sustainability  
56 Church Street  
Mountain Brook, Alabama 35213  
Telephone: 205/802-3821  
Fax: 205.879.6913  
hazend@mtnbrook.org  
www.mtnbrook.org

# MEMO

DATE: January 7, 2016  
TO: Mayor, City Council, City Manager, City Attorney  
FROM: Dana Hazen

**Conditional Use: Personal Training in previous Invitation Place  
Overton Road Shopping Center**

The proposed use is a fitness studio with one-on-one training (no group classes). The studio will initially utilize three (3) trainers at one time, with the possibility of increasing to five (5). The proposed hours of operation are M-F from 5am-8:00pm, Saturday 6am- 2pm, and Sunday by appointment only.

The village overlay standards require a parking ratio of 5/1000 for this type of service use. Since this shopping center was constructed before incorporation into the City of Mountain Brook, it is nonconforming with respect to parking, with fifty-three (53) on-site parking spaces where seventy-two (72) would be required for a retail parking ratio by today's code.

In 2011, the council approved an off-site parking agreement for this property, binding the on-site uses to the parking lot on the opposite side of Fairhaven Drive. Twenty-four (24) of the off-site parking spaces are credited to the nail salon, leaving (24) twenty-four surplus parking spaces for employees and patrons of the shopping center.

It appears that adequate parking exists between the on-site and off-site parking for the subject use.



**RESOLUTION NO. 2016-007**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby authorizes the issuance of a purchase order and execution of such other documents that may be determined necessary with respect to the purchase of telecommunication services from AT&T based on the pricing as awarded by the State of Alabama as follows:

	<b>Service</b>	<b>State Bid Contract No.</b>	<b>Expiration</b>
1.	Layer 2 Ethernet 14-X-2259024	T-413	Oct. 26, 2017
2.	Internet 14-X-2259048	T-415	Oct. 26, 2016
3.	SIP Trucking 14-X-2259049	T-416	Oct. 26, 2017

**ADOPTED:** This 11th day of January, 2016.

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

**APPROVED:** This 11th day of January, 2016.

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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



CITY OF MOUNTAIN BROOK

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

---

To: Sam Gaston, City Manager  
From: Steven Boone  
Date: January 5, 2016  
Subject: ATT services/contracts

In 2012, the City solicited bids for telecommunication, network, and internet services. To assist with the project, the City engaged a telecommunications consultant who prepared the bid specifications, the invitation to bid and evaluated the proposals. The bid was awarded to AT&T in December 2012 (Resolution No. 2012-202) and the contracts were for three year terms.

ATT was awarded the State contract in <sup>Oct</sup> ~~November~~ 2014. Rather than rebidding, I am recommending that the City purchase these services off of the State contract. The City can achieve enhanced services at a lower cost than it has under the recently expired contract.

ATT is not requiring a separate contract. Accordingly, I have prepared a resolution for the Council's consideration on January 11, 2016.

Service	Current Monthly Cost	Proposed Monthly Cost	Description
MIS (managed internet service)	20 MB connection \$1,404.82	100MB connection \$1,320.25	This is our connection to the Internet. The current connection is 20Mbs. The new connection will be 100 Mbs. The incress will allow us to do offsite cloud backups.
Metro Ethernet	10MB connection \$2,250.00	100MB connection \$2,2522.00	This is our City's Wide Area Network (WAN) backbone. This connection enables our various sites to communicate with each other. The main backbone will upgrade from 10Mbs to 100Mbs. The connection to Public Works will also go from 10Mbs to 100Mbs for backup purposes. The other connection to Parks and Rec and the Fire stations will not change.
ISDN PRI	\$1,340.20 (\$669.70 City Hall, \$670.50 Library)	\$579.36 (\$289.68 each for City and Library)	This connection is our telephone service from AT&T. Currently, we have 24 lines on this PRI. This PRI is old technogy and will be replaced with IPFlex (IPVOIP). We will still have the 24 lines but will be digital instead of analog. Also, this new price reflects the cost of adding the library's PRI to our phone system (not reflected in the "old pricing"). The long distance contract will also be bundled in this service (another \$60.00/month savings).

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

LAYER 2 ETHERNET SERVICES  
CONTRACT

T-NUMBER..... : T413  
USAGE..... : STATEWIDE CONTRACT  
PERIOD..... : OCTOBER 27, 2014 TO OCTOBER 26, 2017  
SOLICITATION NO : 2259024

CONTRACT BUYER..... : PAT ANTLE

BUYER PHONE.. : (334) 242-7253      PURCHASING NUMBER..... : (334) 242-7250  
FAX NUMBER... : (334) 242-4419  
DATE PRINTED. : 11/06/14

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

FAMILIARIZE YOURSELF WITH THIS CONTRACT AND THE TERMS AND CONDITIONS REGARDING THE RESPONSIBILITIES OF THE STATE AND THE VENDORS.

- \* \* \* \* \*
- \* IT IS THE RESPONSIBILITY OF THE ORDERING AGENCY TO MAKE SURE THAT \*
- \* ALL OF THE INFORMATION SUBMITTED ON THEIR REQUISITION IS CORRECT. \*
- \* ALWAYS BE SURE TO RECHECK YOUR COMMODITY NUMBERS. AS SOON AS YOUR \*
- \* PURCHASE ORDER ARRIVES, CHECK IT FOR ACCURACY. IF THERE ARE ANY \*
- \* DISCREPANCIES, PLEASE NOTIFY THE VENDOR FIRST, THEN CONTACT THE \*
- \* BUYER LISTED ON THE FRONT OF THIS CONTRACT AS SOON AS POSSIBLE. \*
- \* IN MOST INSTANCES, PROBLEMS CAN BE CORRECTED. \*
- \* \* \* \* \*
- \* COMPLAINTS MUST BE DOCUMENTED & SUBMITTED TO THE BUYER IN WRITING. \*
- \* \* \* \* \*

SOLICITATION NUMBER : 2259024

PURPOSE:  
ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR THE ALABAMA DEPARTMENT OF FINANCE, INFORMATION SERVICES DIVISION, FOR LAYER 2 ETHERNET SERVICES ON BEHALF OF ALL STATE AGENCIES, DEPARTMENTS, BOARDS, COMMISSIONS, OFFICES OR INSTITUTIONS OF THE STATE OF ALABAMA, EXCEPT THOSE INSTITUTIONS EXCLUDED BY SECTION 41-4-291 OR OTHER PROVISIONS OF LAW AS BECOME EFFECTIVE FROM TIME TO TIME.

SECTION 41-4-291, CODE OF ALABAMA (1975) PROVIDES THAT COUNTY AND CITY BOARDS OF EDUCATION, THE EDUCATION TELEVISION COMMISSION, THE POST-SECONDARY EDUCATION SYSTEM, OR ANY PUBLIC COLLEGE AND

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

UNIVERSITY MAY UTILIZE PROCUREMENT SERVICES AND TECHNICAL CONSULTATION FOR TELECOMMUNICATIONS SERVICES PROVIDED BY FINANCE-ISD. THE ABOVE ENTITIES MAY ELECT TO PURCHASE TELECOMMUNICATIONS SERVICES FROM FINANCE-ISD.

ADDITIONAL AGENCIES AUTHORIZED TO PURCHASE SERVICES FROM THIS CONTRACT

- \* ALABAMA SUPER COMPUTER AUTHORITY OR THEIR AUTHORIZED REPRESENTATIVE
- \* CITY AND COUNTY GOVERNMENTS

\*\*\*\*\* E-RATE \*\*\*\*\*

THE SCHOOLS AND LIBRARIES PROGRAM OF THE UNIVERSAL SERVICE FUND (E-RATE) MAKES DISCOUNTS AVAILABLE TO ELIGIBLE SCHOOLS AND LIBRARIES FOR TELECOMMUNICATION SERVICES, INTERNET ACCESS, AND INTERNAL CONNECTIONS. THE PROGRAM IS INTENDED TO ENSURE THAT SCHOOLS AND LIBRARIES HAVE ACCESS TO AFFORDABLE TELECOMMUNICATIONS AND INFORMATION SERVICES. THE SERVICES OF THIS RESULTING CONTRACT INCLUDE ELIGIBLE E-RATE SERVICES THAT E-RATE ELIGIBLE ENTITIES INCLUDING PUBLIC K-12 SCHOOLS AND LIBRARIES OF ALABAMA MAY CHOOSE TO PURCHASE.

DETAILED INFORMATION ABOUT THE E-RATE PROGRAM CAN BE FOUND AT [HTTP://WWW.USAC.ORG/SL/](http://www.usac.org/sl/). IT IS A REQUIREMENT THAT THE AWARDED VENDOR WILL PROVIDE A SERVICE PROVIDER IDENTIFICATION NUMBER (SPIN) AND MAINTAIN ELIGIBLE STATUS WITH THE UNIVERSAL SERVICE ADMINISTRATIVE



NUMBER/LINE #	COMMODITY DESCRIPTION	MEASURE	NAME	TERMS
4013113 00001	915-70-074609 LAYER 2 ETHERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T413 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259024  BAND ONE AREAS DIRECTLY SERVED BY AT&T CENTRAL OFFICES	LOT	.00 % 630523698-00 AT & T	NET
4013113 00002	915-70-074610 LAYER 2 ETHERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T413 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259024  BAND TWO AREAS DIRECTLY SERVED BY CENTURYLINK CENTRAL OFFICES	LOT	.00 % 630523698-00 AT & T	NET
4013114 00002	915-70-074610 LAYER 2 ETHERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T413 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259024  BAND TWO AREAS DIRECTLY SERVED BY CENTURYLINK CENTRAL OFFICES	LOT	.00 % 631200720-00 INFORMATION TRANSPORT SOLUTIONS INC	NET

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 8

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
4013114 00003	915-70-074611 LAYER 2 ETHERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T413 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259024  BAND THREE AREAS DIRECTLY SERVED BY ALL OTHER PROVIDERS	LOT	.00 % 631200720-00 INFORMATION TRANSPORT SOLUTIONS INC	NET

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

\*\*\*\*\*  
 IF YOU NEED ASSISTANCE CONCERNING THIS CONTRACT, PLEASE CONTACT THE  
 BUYER LISTED ON THE COVER PAGE.  
 \*\*\*\*\*

THIS CONTRACT CONTAINS 9 PAGES.

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

INTERNET SERVICES  
CONTRACT

T-NUMBER..... : T415  
USAGE..... : STATEWIDE CONTRACT  
PERIOD..... : ~~OCTOBER 27, 2014 TO OCTOBER 26, 2016~~  
SOLICITATION NO : 2259048

CONTRACT BUYER..... : PAT ANTLE

BUYER PHONE.. : (334) 242-7253      PURCHASING NUMBER..... : (334) 242-7250  
FAX NUMBER... : (334) 242-4419  
DATE PRINTED. : 11/06/14

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

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SOLICITATION NUMBER : 2259048

PURPOSE:  
ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR THE ALABAMA DEPARTMENT OF FINANCE, INFORMATION SERVICES DIVISION, FOR INTERNET SERVICES ON BEHALF OF ALL STATE AGENCIES, DEPARTMENTS, BOARDS, COMMISSIONS, OFFICES OR INSTITUTIONS OF THE STATE OF ALABAMA, EXCEPT THOSE INSTITUTIONS EXCLUDED BY SECTION 41-4-291 OR OTHER PROVISIONS OF LAW AS BECOME EFFECTIVE FROM TIME TO TIME.

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DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

UNIVERSITY MAY UTILIZE PROCUREMENT SERVICES AND TECHNICAL CONSULTATION FOR TELECOMMUNICATIONS SERVICES PROVIDED BY FINANCE-ISD. THE ABOVE ENTITIES MAY ELECT TO PURCHASE TELECOMMUNICATIONS SERVICES FROM FINANCE-ISD.

ADDITIONAL AGENCIES AUTHORIZED TO PURCHASE SERVICES FROM THIS CONTRACT

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- \* CITY AND COUNTY GOVERNMENTS

\*\*\*\*\* E-RATE \*\*\*\*\*

THE SCHOOLS AND LIBRARIES PROGRAM OF THE UNIVERSAL SERVICE FUND (E-RATE) MAKES DISCOUNTS AVAILABLE TO ELIGIBLE SCHOOLS AND LIBRARIES FOR TELECOMMUNICATION SERVICES, INTERNET ACCESS, AND INTERNAL CONNECTIONS. THE PROGRAM IS INTENDED TO ENSURE THAT SCHOOLS AND LIBRARIES HAVE ACCESS TO AFFORDABLE TELECOMMUNICATIONS AND INFORMATION SERVICES. THE SERVICES OF THIS RESULTING CONTRACT INCLUDE ELIGIBLE E-RATE ELIGIBLE ENTITIES INCLUDING PUBLIC K-12 SCHOOLS AND LIBRARIES OF ALABAMA MAY CHOOSE TO PURCHASE.

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NUMBER/LINE #	COMMODITY DESCRIPTION	MEASURE	NAME	
4013117 00001	915-70-074613	.00 %	630523698-00	NET
	INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048	LOT	AT & T	
4013118 00001	915-70-074613	.00 %	631200720-00	NET
	INTERNET SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS SET FORTH IN STATEWIDE CONTRACT T415 ESTABLISHED THROUGH INVITATION TO BID 14-X-2259048	LOT	INFORMATION TRANSPORT SOLUTIONS INC	

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

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\*\*\*\*\*

THIS CONTRACT CONTAINS 8 PAGES.

STATE OF ALABAMA  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

SIP TRUNKING SERVICES  
CONTRACT

T-NUMBER..... : T416  
USAGE..... : STATEWIDE CONTRACT  
~~PERIOD..... : OCTOBER 27, 2014 TO OCTOBER 26, 2017~~  
SOLICITATION NO : 2259049

CONTRACT BUYER..... : PAT ANTLE

BUYER PHONE.. : (334) 242-7253      PURCHASING NUMBER..... : (334) 242-7250  
FAX NUMBER... : (334) 242-4419  
DATE PRINTED. : 11/06/14

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

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- \* \* \* \* \*

SOLICITATION NUMBER : 2259049

PURPOSE:  
ESTABLISH A CONTRACT FROM THE ITEMS LISTED FOR THE ALABAMA DEPARTMENT OF FINANCE, INFORMATION SERVICES DIVISION, FOR SIP TRUNKING SERVICES ON BEHALF OF ALL STATE AGENCIES, DEPARTMENTS, BOARDS, COMMISSIONS, OFFICES OR INSTITUTIONS OF THE STATE OF ALABAMA, EXCEPT THOSE INSTITUTIONS EXCLUDED BY SECTION 41-4-291 OR OTHER PROVISIONS OF LAW AS BECOME EFFECTIVE FROM TIME TO TIME.

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- \* CITY AND COUNTY GOVERNMENTS

\*\*\*\*\* E-RATE \*\*\*\*\*

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14-X-2259049

DIVISION OF PURCHASING  
CONTRACT NOTICE OF AWARD

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\*\*\*\*\*

THIS CONTRACT CONTAINS 8 PAGES.

Local Government Document of Understanding  
SIP TRUNKING SERVICES

City of Mountain Brook has opted to procure services through the State of Alabama purchasing instrument: SIP Services 14-X-2259049, T-416 as awarded to AT&T by the State of Alabama on November 3<sup>rd</sup>, 2014.

This instrument provides explicitly that:

**1.3. Additional Eligible Users**

1.3.1. Agencies identified below will be allowed to purchase SIP Trunking Services under the pricing of this ITB. Any service offered under this ITB may be purchased by these authorized Agencies. The VENDOR must deal with each such entity directly in all matters including ordering, installation, service, support, and billing.

- Alabama Super Computer Authority
- Local (city and county) governments

Services below are provided on a 36 month term pursuant to the above referenced procurement instrument:

Catalog Number (Optional)	Service	Monthly Cost	Install Cost
	IPFlex w TDM Signaling (City Hall for County)	289.68	
	LIBRARY	289.68	
		579.36	

State of Alabama Network Services  
 Catalog Detail Pricing Sheet (Fixed Cost)- SIP Trunking Services  
 ITB - 14-X-2259049

A	B	C	D	E	F	G	H	I
Catalog Nu	DESCRIPTION	Year 1 Mo	Year 1 Mo	Year 3 Mo	Year 4 Mo	Year 5 Mo	Total Monthly	Average One-Time Unit Cost

SIP Trunking Access

BIDDER must identify any special packages that include additional features in their base price

Per the Required Identification of Packages above- The pricing below details the AT&T Public SIP option, and includes the physical access circuit, the MIS port, CoS, and an AT&T provided router

70100	1.5 Mbps	362.2	362.2	362.2	362.2	362.2	1811	0
70101	1.5 Mbps Installation	0	0	0	0	0	0	0
70102	4 Mbps	481	481	481	481	481	2405	0
70103	4 Mbps Installation	0	0	0	0	0	0	0
70104	8 Mbps	573.25	573.25	573.25	573.25	573.25	2866.25	0
70105	8 Mbps Installation	0	0	0	0	0	0	0
70106	10 Mbps	587	587	587	587	587	2935	0
70107	10 Mbps Installation	0	0	0	0	0	0	0
70108	20 Mbps	704.5	704.5	704.5	704.5	704.5	3522.5	0
70109	20 Mbps Installation	0	0	0	0	0	0	0
70110	30 Mbps	811.5	811.5	811.5	811.5	811.5	4057.5	0
70111	30 Mbps Installation	0	0	0	0	0	0	0
70112	40 Mbps	874.75	874.75	874.75	874.75	874.75	4373.75	0
70113	40 Mbps Installation	0	0	0	0	0	0	0
70114	50 Mbps	940.75	940.75	940.75	940.75	940.75	4703.75	0
70115	50 Mbps Installation	0	0	0	0	0	0	0
70116	100 Mbps	1320.25	1320.25	1320.25	1320.25	1320.25	6601.25	0
70117	100 Mbps Installation	0	0	0	0	0	0	0

Bidder must include all other one time or recurring charges to meet requirements of the bid and provide a working service

Premises Equipment

Per the Required Identification of Packages- the below listed catalog item is a part of the above package and has no separate cost when used in conjunction with the Public SIP option listed above

70118	Vendor Router and Associated Peripheral Equipn	0	0	0	0	0	0	0
-------	------------------------------------------------	---	---	---	---	---	---	---

SIP Concurrent Call Path

Trunk Concurrent Call Path

70119	1-10	12.07	12.07	12.07	12.07	12.07	60.35	0
70120	1-10 Installation	0	0	0	0	0	0	0
70121	11-25	12.07	12.07	12.07	12.07	12.07	60.35	0
70122	11-25 Installation	0	0	0	0	0	0	0
70123	26-50	12.07	12.07	12.07	12.07	12.07	60.35	0
70124	26-50 Installation	0	0	0	0	0	0	0
70125	51-100	12.07	12.07	12.07	12.07	12.07	60.35	0
70126	51-100 Installation	0	0	0	0	0	0	0
70127	101-500	12.07	12.07	12.07	12.07	12.07	60.35	0
70128	101-500 Installation	0	0	0	0	0	0	0
70129	501-1000	12.07	12.07	12.07	12.07	12.07	60.35	0
70130	501-1000 Installation	0	0	0	0	0	0	0

BIDDER Should include any services/features that are included in the Concurrent Call Path with no cost to Finance - ISD  
 AT&T includes 300 min per month of Domestic Long Distance Per Concurrent Call

X 24 Lines

Local Government Document of Understanding  
Layer 2 Ethernet Services

City of Mountain Brook has opted to procure services through the State of Alabama purchasing instrument: Layer 2 Ethernet Services 14-X-2259024 T-413 as awarded to AT&T by the State of Alabama on November 3<sup>rd</sup>, 2014.

This instrument provides explicitly that:

**1.3. Additional Eligible Users**

1.3.1. Agencies identified below will be allowed to purchase Layer 2 Ethernet Services under the pricing of this ITB. Any service offered under this ITB may be purchased by these authorized Agencies. The VENDOR must deal with each such entity directly in all matters including ordering, installation, service, support, and billing.

- Alabama Super Computer Authority
- Local (city and county) governments

Services below are provided on a 36 month term pursuant to the above referenced procurement instrument:

Catalog Number (Optional)	Service	Monthly Cost	Install Cost
	ASE (5 Locations)		
	City Hall (100Mb)	541.00	
	Public Works (100Mb)	541.00	
	Parks & Recreation (10Mb)	426.00	
	Fire Station 2 (4Mb)	357.00	
	Fire Station 3 (4Mb)	357.00	
		<i>\$ 2222.<sup>00</sup></i>	

State of AL 9/11/2014 Expires 3/10/2015  
 Layer 2 (ASE) - Band 1

Port	Basic	PPCos	Rates Quoted as Target										Rates Quoted as Target							
			Basic Only		Basic Only		Basic Only		Basic Only		Basic Only		PPCos		PPCos		PPCos		PPCos	
			NCH	Total NCH	BCM	Total BCM	BCH	Total BCH	IA	Total IA	RT	Total RT	BD	Total BD	CD	Total CD	MMS	Total MMS	MMH	Total MMH
ASE Speed	CIR		CIR	CIR		CIR		CIR		CIR										
100M	\$100.00	\$100.00																		
1G	\$250.00	\$250.00																		
10G	\$750.00	\$750.00																		
2Mb	\$200.00	\$300.00	\$200.00	\$300.00	\$215.00	\$315.00	\$230.00	\$330.00	\$245.00	\$345.00	\$200.00	\$300.00	\$215.00	\$315.00	\$230.00	\$330.00	\$245.00	\$345.00	\$245.00	\$345.00
4Mb	\$210.00	\$310.00	\$210.00	\$310.00	\$226.00	\$326.00	\$241.00	\$341.00	\$257.00	\$357.00	\$210.00	\$310.00	\$226.00	\$326.00	\$241.00	\$341.00	\$257.00	\$357.00	\$257.00	\$357.00
5Mb	\$225.00	\$325.00	\$225.00	\$325.00	\$241.00	\$341.00	\$258.00	\$358.00	\$274.00	\$374.00	\$225.00	\$325.00	\$241.00	\$341.00	\$258.00	\$358.00	\$274.00	\$374.00	\$274.00	\$374.00
8Mb	\$250.00	\$350.00	\$250.00	\$350.00	\$268.00	\$368.00	\$285.00	\$385.00	\$303.00	\$403.00	\$250.00	\$350.00	\$268.00	\$368.00	\$285.00	\$385.00	\$303.00	\$403.00	\$303.00	\$403.00
10Mb	\$270.00	\$370.00	\$270.00	\$370.00	\$289.00	\$389.00	\$307.00	\$407.00	\$326.00	\$426.00	\$270.00	\$370.00	\$289.00	\$389.00	\$307.00	\$407.00	\$326.00	\$426.00	\$326.00	\$426.00
20Mb	\$280.00	\$380.00	\$280.00	\$380.00	\$299.00	\$399.00	\$318.00	\$418.00	\$337.00	\$437.00	\$280.00	\$380.00	\$299.00	\$399.00	\$318.00	\$418.00	\$337.00	\$437.00	\$337.00	\$437.00
50Mb	\$300.00	\$400.00	\$300.00	\$400.00	\$320.00	\$420.00	\$340.00	\$440.00	\$360.00	\$460.00	\$300.00	\$400.00	\$320.00	\$420.00	\$340.00	\$440.00	\$360.00	\$460.00	\$360.00	\$460.00
100Mb	\$370.00	\$470.00	\$370.00	\$470.00	\$394.00	\$494.00	\$417.00	\$517.00	\$441.00	\$541.00	\$370.00	\$470.00	\$394.00	\$494.00	\$417.00	\$517.00	\$441.00	\$541.00	\$441.00	\$541.00
150Mb	\$300.00	\$550.00	\$300.00	\$550.00	\$328.00	\$578.00	\$355.00	\$605.00	\$383.00	\$633.00	\$300.00	\$550.00	\$328.00	\$578.00	\$355.00	\$605.00	\$383.00	\$633.00	\$383.00	\$633.00
250Mb	\$350.00	\$600.00	\$350.00	\$600.00	\$380.00	\$630.00	\$410.00	\$660.00	\$440.00	\$690.00	\$350.00	\$600.00	\$380.00	\$630.00	\$410.00	\$660.00	\$440.00	\$690.00	\$440.00	\$690.00
400Mb	\$390.00	\$640.00	\$390.00	\$640.00	\$450.00	\$700.00	\$485.00	\$735.00	\$505.00	\$755.00	\$390.00	\$640.00	\$450.00	\$700.00	\$485.00	\$735.00	\$505.00	\$755.00	\$505.00	\$755.00
500Mb	\$450.00	\$700.00	\$450.00	\$700.00	\$485.00	\$735.00	\$520.00	\$770.00	\$555.00	\$805.00	\$450.00	\$700.00	\$485.00	\$735.00	\$520.00	\$770.00	\$555.00	\$805.00	\$555.00	\$805.00
600Mb	\$550.00	\$800.00	\$550.00	\$800.00	\$590.00	\$840.00	\$630.00	\$880.00	\$670.00	\$920.00	\$550.00	\$800.00	\$590.00	\$840.00	\$630.00	\$880.00	\$670.00	\$920.00	\$670.00	\$920.00
1000Mb	\$550.00	\$800.00	\$550.00	\$800.00	\$590.00	\$840.00	\$630.00	\$880.00	\$670.00	\$920.00	\$550.00	\$800.00	\$590.00	\$840.00	\$630.00	\$880.00	\$670.00	\$920.00	\$670.00	\$920.00
2G	\$375.00	\$1,125.00	\$375.00	\$1,125.00	\$431.00	\$1,181.00	\$488.00	\$1,238.00	\$544.00	\$1,294.00	\$375.00	\$1,125.00	\$431.00	\$1,181.00	\$488.00	\$1,238.00	\$544.00	\$1,294.00	\$544.00	\$1,294.00
2.5G	\$500.00	\$1,250.00	\$500.00	\$1,250.00	\$563.00	\$1,313.00	\$625.00	\$1,375.00	\$688.00	\$1,438.00	\$500.00	\$1,250.00	\$563.00	\$1,313.00	\$625.00	\$1,375.00	\$688.00	\$1,438.00	\$688.00	\$1,438.00
4G	\$900.00	\$1,600.00	\$900.00	\$1,650.00	\$983.00	\$1,733.00	\$1,065.00	\$1,815.00	\$1,148.00	\$1,898.00	\$900.00	\$1,650.00	\$983.00	\$1,733.00	\$1,065.00	\$1,815.00	\$1,148.00	\$1,898.00	\$1,148.00	\$1,898.00
5G	\$1,100.00	\$1,850.00	\$1,100.00	\$1,850.00	\$1,192.50	\$1,942.50	\$1,285.00	\$2,035.00	\$1,377.50	\$2,127.50	\$1,100.00	\$1,850.00	\$1,192.50	\$1,942.50	\$1,285.00	\$2,035.00	\$1,377.50	\$2,127.50	\$1,377.50	\$2,127.50
7.5G	\$1,439.00	\$2,189.00	\$1,439.00	\$2,189.00	\$1,548.45	\$2,298.45	\$1,657.90	\$2,407.90	\$1,767.35	\$2,517.35	\$1,439.00	\$2,189.00	\$1,548.45	\$2,298.45	\$1,657.90	\$2,407.90	\$1,767.35	\$2,517.35	\$1,767.35	\$2,517.35
9.5G	\$1,830.00	\$2,580.00	\$1,830.00	\$2,580.00	\$1,959.00	\$2,709.00	\$2,088.00	\$2,838.00	\$2,217.00	\$2,967.00	\$1,830.00	\$2,580.00	\$1,959.00	\$2,709.00	\$2,088.00	\$2,838.00	\$2,217.00	\$2,967.00	\$2,217.00	\$2,967.00
10G	\$1,925.00	\$2,675.00	\$1,925.00	\$2,675.00	\$2,058.75	\$2,808.75	\$2,192.50	\$2,942.50	\$2,326.25	\$3,076.25	\$1,925.00	\$2,675.00	\$2,058.75	\$2,808.75	\$2,192.50	\$2,942.50	\$2,326.25	\$3,076.25	\$2,326.25	\$3,076.25

Local Government Document of Understanding  
Internet Services

City of Mountain Brook has opted to procure services through the State of Alabama purchasing instrument: Internet Services 14-X-2259048 T-415 as awarded to AT&T by the State of Alabama on November 3<sup>rd</sup>, 2014.

This instrument provides explicitly that:

**1.3. Additional Eligible Users**

1.3.1. Agencies identified below will be allowed to purchase Internet Services under the pricing of this ITB. Any service offered under this ITB may be purchased by these authorized Agencies. The VENDOR must deal with each such entity directly in all matters including ordering, installation, service, support, and billing.

- Alabama Super Computer Authority
- Local (city and county) governments

Services below are provided on a 36 month term pursuant to the above referenced procurement instrument:

Catalog Number (Optional)	Service	Monthly Cost	Install Cost
15020125	Managed Internet Service (Access)	660.25	
15020050	Managed Internet Service (Port) (Located at City Hall)	660.00	
	TOTAL	1320.25	

State of Alabama Network Services  
Miscellaneous Catalog Detail Pricing Sheet (Fixed Cost)- Internet Services  
ITB - 14-X-2259048

A	B	C	D	E	F	G	H	I
Catalog Number	DESCRIPTION	Year 1 Monthly / One-Time Cost	Year 2 Monthly / One-Time Cost	Year 3 Monthly / One-Time Cost	Year 4 Monthly / One-Time Cost	Year 5 Monthly / One-Time Cost	Total Monthly 5 Year Unit Cost	Average One-Time Unit Cost
	<b>Static IP Addresses</b>							
15020000	Static IP - 1 Additional Address	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020001	Static IP - 2 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020002	Static IP - 3 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020003	Static IP - 4 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020004	Static IP - 5 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020005	Static IP - 13 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020006	Static IP - 29 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020007	Static IP - 61 Additional Addresses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020008	Class C Registered Internet Protocol (IP) Range Charge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020009	Additional Domain Name (each)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$500.00	\$0.00
	Note:Additional DNS Service- AT&T will host up to 15 domain names per MIS circuit at no charge, this is for DNS for 15 additional domain names							
	<b>Internet Service over TDM Access-An access link and Port is needed to provide total service</b>							
	<b>TDM Access- Must have an access from below combined with port to provide total service</b>							
15020010	1.5M	\$319.00	\$319.00	\$319.00	\$319.00	\$319.00	\$1,595.00	\$0.00
15020011	DS3	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$16,500.00	\$0.00
15020012	OC3	\$7,150.00	\$7,150.00	\$7,150.00	\$7,150.00	\$7,150.00	\$35,750.00	\$0.00
	<b>TDM Port Customer Provided Router- Must have an access from above combined with port to provide total service</b>							
15020013	1 Lower 48 / Flat Rate / MIS / 1.5 Mbps	\$37.60	\$37.60	\$37.60	\$37.60	\$37.60	\$188.00	\$0.00
15020014	1 Lower 48 / Flat Rate / MIS / 3 Mbps	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$340.00	\$0.00
15020015	1 Lower 48 / Flat Rate / MIS / 4.5 Mbps	\$88.00	\$88.00	\$88.00	\$88.00	\$88.00	\$440.00	\$0.00
15020016	1 Lower 48 / Flat Rate / MIS / 6 Mbps	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$500.00	\$0.00
15020017	1 Lower 48 / Flat Rate / MIS / 7.5 Mbps	\$118.40	\$118.40	\$118.40	\$118.40	\$118.40	\$592.00	\$0.00
15020018	1 Lower 48 / Flat Rate / MIS / 9 Mbps	\$137.20	\$137.20	\$137.20	\$137.20	\$137.20	\$686.00	\$0.00
15020019	1 Lower 48 / Flat Rate / MIS / 10.5 Mbps	\$153.20	\$153.20	\$153.20	\$153.20	\$153.20	\$766.00	\$0.00
15020020	1 Lower 48 / Flat Rate / MIS / 12 Mbps	\$175.20	\$175.20	\$175.20	\$175.20	\$175.20	\$876.00	\$0.00
15020021	1 Lower 48 / Flat Rate / MIS / 10 Mbps	\$147.20	\$147.20	\$147.20	\$147.20	\$147.20	\$736.00	\$0.00
15020022	1 Lower 48 / Flat Rate / MIS / 15 Mbps	\$197.20	\$197.20	\$197.20	\$197.20	\$197.20	\$986.00	\$0.00
15020023	1 Lower 48 / Flat Rate / MIS / 20 Mbps	\$247.20	\$247.20	\$247.20	\$247.20	\$247.20	\$1,236.00	\$0.00
15020024	1 Lower 48 / Flat Rate / MIS / 25 Mbps	\$298.00	\$298.00	\$298.00	\$298.00	\$298.00	\$1,490.00	\$0.00
15020025	1 Lower 48 / Flat Rate / MIS / 30 Mbps	\$348.00	\$348.00	\$348.00	\$348.00	\$348.00	\$1,740.00	\$0.00
15020026	1 Lower 48 / Flat Rate / MIS / 35 Mbps	\$399.20	\$399.20	\$399.20	\$399.20	\$399.20	\$1,996.00	\$0.00
15020027	1 Lower 48 / Flat Rate / MIS / 40 Mbps	\$449.20	\$449.20	\$449.20	\$449.20	\$449.20	\$2,246.00	\$0.00
15020028	1 Lower 48 / Flat Rate / MIS / 45 Mbps	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,500.00	\$0.00
15020029	1 Lower 48 / Flat Rate / MIS / 60 Mbps	\$626.00	\$626.00	\$626.00	\$626.00	\$626.00	\$3,130.00	\$0.00
15020030	1 Lower 48 / Flat Rate / MIS / 155 Mbps	\$1,424.00	\$1,424.00	\$1,424.00	\$1,424.00	\$1,424.00	\$7,120.00	\$0.00
	<b>TDM Port AT&amp;T Provided Router- Must have an access from above combined with port to provide total service</b>							

**State of Alabama Network Services  
Miscellaneous Catalog Detail Pricing Sheet (Fixed Cost)- Internet Services  
ITB - 14-X-2259048**

A	B	C	D	E	F	G	H	I
Catalog Number	DESCRIPTION	Year 1 Monthly / One-Time Cost	Year 2 Monthly / One-Time Cost	Year 3 Monthly / One-Time Cost	Year 4 Monthly / One-Time Cost	Year 5 Monthly / One-Time Cost	Total Monthly 5 Year Unit Cost	Average One-Time Unit Cost
15020031	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 1.5 Mbps	\$43.20	\$43.20	\$43.20	\$43.20	\$43.20	\$216.00	\$0.00
15020032	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 3 Mbps /	\$91.60	\$91.60	\$91.60	\$91.60	\$91.60	\$458.00	\$0.00
15020033	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 4.5 Mbps	\$111.60	\$111.60	\$111.60	\$111.60	\$111.60	\$558.00	\$0.00
15020034	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 6 Mbps /	\$123.60	\$123.60	\$123.60	\$123.60	\$123.60	\$618.00	\$0.00
15020035	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 10 Mbps /	\$217.60	\$217.60	\$217.60	\$217.60	\$217.60	\$1,088.00	\$0.00
15020036	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 15 Mbps /	\$267.60	\$267.60	\$267.60	\$267.60	\$267.60	\$1,338.00	\$0.00
15020037	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 20 Mbps /	\$317.60	\$317.60	\$317.60	\$317.60	\$317.60	\$1,588.00	\$0.00
15020038	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 25 Mbps /	\$368.40	\$368.40	\$368.40	\$368.40	\$368.40	\$1,842.00	\$0.00
15020039	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 30 Mbps /	\$418.40	\$418.40	\$418.40	\$418.40	\$418.40	\$2,092.00	\$0.00
15020040	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 35 Mbps /	\$469.60	\$469.60	\$469.60	\$469.60	\$469.60	\$2,348.00	\$0.00
15020041	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 40 Mbps /	\$519.60	\$519.60	\$519.60	\$519.60	\$519.60	\$2,598.00	\$0.00
15020042	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 45 Mbps /	\$570.40	\$570.40	\$570.40	\$570.40	\$570.40	\$2,852.00	\$0.00
15020043	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 60 Mbps /	\$720.40	\$720.40	\$720.40	\$720.40	\$720.40	\$3,602.00	\$0.00
15020044	1 Lower 48 / Flat Rate / MIS (w/ Managed Router) / 155 Mbps	\$1,518.40	\$1,518.40	\$1,518.40	\$1,518.40	\$1,518.40	\$7,592.00	\$0.00
	Internet Service over Ethernet Access-An access link and Port is needed to provide total service							
	Ethernet Access- Must have an access from below combined with port to provide total service							
15020045	2M	\$412.50	\$412.50	\$412.50	\$412.50	\$412.50	\$2,062.50	\$0.00
15020046	4M	\$412.50	\$412.50	\$412.50	\$412.50	\$412.50	\$2,062.50	\$0.00
15020047	10M	\$451.00	\$451.00	\$451.00	\$451.00	\$451.00	\$2,255.00	\$0.00
15020048	20M	\$506.00	\$506.00	\$506.00	\$506.00	\$506.00	\$2,530.00	\$0.00
15020049	50M	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$2,750.00	\$0.00
15020050	100M <i>POST</i>	\$660.00	\$660.00	\$660.00	\$660.00	\$660.00	\$3,300.00	\$0.00
15020051	150M	\$715.00	\$715.00	\$715.00	\$715.00	\$715.00	\$3,575.00	\$0.00
15020052	200M	\$825.00	\$825.00	\$825.00	\$825.00	\$825.00	\$4,125.00	\$0.00
15020053	250M	\$896.50	\$896.50	\$896.50	\$896.50	\$896.50	\$4,482.50	\$0.00
15020054	300M	\$929.50	\$929.50	\$929.50	\$929.50	\$929.50	\$4,647.50	\$0.00
15020055	400M	\$962.50	\$962.50	\$962.50	\$962.50	\$962.50	\$4,812.50	\$0.00
15020056	500M	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00	\$1,045.00	\$5,225.00	\$0.00
15020057	600M	\$1,127.50	\$1,127.50	\$1,127.50	\$1,127.50	\$1,127.50	\$5,637.50	\$0.00
15020058	1G	\$1,958.00	\$1,958.00	\$1,958.00	\$1,958.00	\$1,958.00	\$9,790.00	\$0.00
15020059	10G	\$5,181.00	\$5,181.00	\$5,181.00	\$5,181.00	\$5,181.00	\$25,905.00	\$0.00
	Ethernet Port Customer Provided Router- Must have an access from above combined with port to provide total service							
15020060	1 Lower 48 / Ethernet / MIS/ 1.5 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$18.80	\$18.80	\$18.80	\$18.80	\$18.80	\$94.00	\$0.00
15020061	1 Lower 48 / Ethernet / MIS/ 2 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$23.60	\$23.60	\$23.60	\$23.60	\$23.60	\$118.00	\$0.00
15020062	1 Lower 48 / Ethernet / MIS/ 3 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$170.00	\$0.00
15020063	1 Lower 48 / Ethernet / MIS/ 4 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$215.00	\$0.00
15020064	1 Lower 48 / Ethernet / MIS/ 5 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$225.00	\$0.00
15020065	1 Lower 48 / Ethernet / MIS/ 6 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$250.00	\$0.00

**State of Alabama Network Services**  
**Miscellaneous Catalog Detail Pricing Sheet (Fixed Cost)- Internet Services**  
**ITB - 14-X-2259048**

A	B	C	D	E	F	G	H	I
Catalog Number	DESCRIPTION	Year 1 Monthly / One-Time Cost	Year 2 Monthly / One-Time Cost	Year 3 Monthly / One-Time Cost	Year 4 Monthly / One-Time Cost	Year 5 Monthly / One-Time Cost	Total Monthly 5 Year Unit Cost	Average One-Time Unit Cost
15020066	1 Lower 48 / Ethernet / MIS/ 7 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$56.60	\$56.60	\$56.60	\$56.60	\$56.60	\$283.00	\$0.00
15020067	1 Lower 48 / Ethernet / MIS/ 8 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$62.60	\$62.60	\$62.60	\$62.60	\$62.60	\$313.00	\$0.00
15020068	1 Lower 48 / Ethernet / MIS/ 9 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$68.60	\$68.60	\$68.60	\$68.60	\$68.60	\$343.00	\$0.00
15020069	1 Lower 48 / Ethernet / MIS / 10 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$73.60	\$73.60	\$73.60	\$73.60	\$73.60	\$368.00	\$0.00
15020070	1 Lower 48 / Ethernet / MIS / 15 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$98.60	\$98.60	\$98.60	\$98.60	\$98.60	\$493.00	\$0.00
15020071	1 Lower 48 / Ethernet / MIS / 20 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$123.60	\$123.60	\$123.60	\$123.60	\$123.60	\$618.00	\$0.00
15020072	1 Lower 48 / Ethernet / MIS / 25 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$745.00	\$0.00
15020073	1 Lower 48 / Ethernet / MIS / 30 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$174.00	\$174.00	\$174.00	\$174.00	\$174.00	\$870.00	\$0.00
15020074	1 Lower 48 / Ethernet / MIS / 35 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$199.60	\$199.60	\$199.60	\$199.60	\$199.60	\$998.00	\$0.00
15020075	1 Lower 48 / Ethernet / MIS / 40 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$224.60	\$224.60	\$224.60	\$224.60	\$224.60	\$1,123.00	\$0.00
15020076	1 Lower 48 / Ethernet / MIS / 45 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$1,250.00	\$0.00
15020077	1 Lower 48 / Ethernet / MIS / 50 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$270.80	\$270.80	\$270.80	\$270.80	\$270.80	\$1,354.00	\$0.00
15020078	1 Lower 48 / Ethernet / MIS / 60 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$313.00	\$313.00	\$313.00	\$313.00	\$313.00	\$1,565.00	\$0.00
15020079	1 Lower 48 / Ethernet / MIS / 70 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$355.00	\$355.00	\$355.00	\$355.00	\$355.00	\$1,775.00	\$0.00
15020080	1 Lower 48 / Ethernet / MIS / 75 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$376.40	\$376.40	\$376.40	\$376.40	\$376.40	\$1,882.00	\$0.00
15020081	1 Lower 48 / Ethernet / MIS / 80 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$397.00	\$397.00	\$397.00	\$397.00	\$397.00	\$1,985.00	\$0.00
15020082	1 Lower 48 / Ethernet / MIS / 90 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$439.00	\$439.00	\$439.00	\$439.00	\$439.00	\$2,195.00	\$0.00
15020083	1 Lower 48 / Ethernet / MIS/ 100 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$481.00	\$481.00	\$481.00	\$481.00	\$481.00	\$2,405.00	\$0.00
15020084	1 Lower 48 / Ethernet / MIS/ 120 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$565.00	\$565.00	\$565.00	\$565.00	\$565.00	\$2,825.00	\$0.00
15020085	1 Lower 48 / Ethernet / MIS/ 144 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$649.00	\$649.00	\$649.00	\$649.00	\$649.00	\$3,245.00	\$0.00
15020086	1 Lower 48 / Ethernet / MIS/ 150 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$682.60	\$682.60	\$682.60	\$682.60	\$682.60	\$3,413.00	\$0.00
15020087	1 Lower 48 / Ethernet / MIS/ 155 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$712.00	\$712.00	\$712.00	\$712.00	\$712.00	\$3,560.00	\$0.00
15020088	1 Lower 48 / Ethernet / MIS/ 200 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$839.00	\$839.00	\$839.00	\$839.00	\$839.00	\$4,195.00	\$0.00
15020089	1 Lower 48 / Ethernet / MIS/ 250 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$980.60	\$980.60	\$980.60	\$980.60	\$980.60	\$4,903.00	\$0.00
15020090	1 Lower 48 / Ethernet / MIS/ 300 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,122.00	\$1,122.00	\$1,122.00	\$1,122.00	\$1,122.00	\$5,610.00	\$0.00
15020091	1 Lower 48 / Ethernet / MIS/ 350 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,264.00	\$1,264.00	\$1,264.00	\$1,264.00	\$1,264.00	\$6,320.00	\$0.00
15020092	1 Lower 48 / Ethernet / MIS/ 400 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,405.60	\$1,405.60	\$1,405.60	\$1,405.60	\$1,405.60	\$7,028.00	\$0.00
15020093	1 Lower 48 / Ethernet / MIS/ 450 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,547.00	\$1,547.00	\$1,547.00	\$1,547.00	\$1,547.00	\$7,735.00	\$0.00
15020094	1 Lower 48 / Ethernet / MIS/ 500 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,556.00	\$1,556.00	\$1,556.00	\$1,556.00	\$1,556.00	\$7,780.00	\$0.00
15020095	1 Lower 48 / Ethernet / MIS/ 550 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,580.00	\$1,580.00	\$1,580.00	\$1,580.00	\$1,580.00	\$7,900.00	\$0.00
15020096	1 Lower 48 / Ethernet / MIS/ 600 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$8,000.00	\$0.00
15020097	1 Lower 48 / Ethernet / MIS/ 622 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,608.00	\$1,608.00	\$1,608.00	\$1,608.00	\$1,608.00	\$8,040.00	\$0.00
15020098	1 Lower 48 / Ethernet / MIS/ 700 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,640.00	\$1,640.00	\$1,640.00	\$1,640.00	\$1,640.00	\$8,200.00	\$0.00
15020099	1 Lower 48 / Ethernet / MIS/ 800 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00	\$8,400.00	\$0.00
15020100	1 Lower 48 / Ethernet / MIS/ 900 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,720.00	\$1,720.00	\$1,720.00	\$1,720.00	\$1,720.00	\$8,600.00	\$0.00
15020101	1 Lower 48 / Ethernet / MIS/ 1000 Mbps / Ethernet / Customer Provided / None / Tele-Install	\$1,760.00	\$1,760.00	\$1,760.00	\$1,760.00	\$1,760.00	\$8,800.00	\$0.00
	Ethernet Port AT&T Provided Router- Must have an access from above combined with port to provide total service							
15020102	1 Lower 48 / Ethernet / MIS (w/ Managed Router) / 1.5 Mbps / Ethernet / Standard / 1841-EA / On-Site	\$27.00	\$27.00	\$27.00	\$27.00	\$27.00	\$135.00	\$0.00
15020103	1 Lower 48 / Ethernet / MIS (w/ Managed Router) / 2 Mbps / Ethernet / Standard / 1841-EA / On-Site	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25	\$221.25	\$0.00
15020104	1 Lower 48 / Ethernet / MIS (w/ Managed Router) / 3 Mbps / Ethernet / Standard / 1841-EA / On-Site	\$57.25	\$57.25	\$57.25	\$57.25	\$57.25	\$286.25	\$0.00
15020105	1 Lower 48 / Ethernet / MIS (w/ Managed Router) / 4 Mbps / Ethernet / Standard / 1841-EA / On-Site	\$68.50	\$68.50	\$68.50	\$68.50	\$68.50	\$342.50	\$0.00
15020106	1 Lower 48 / Ethernet / MIS (w/ Managed Router) / 5 Mbps / Ethernet / Standard / 1841-EA / On-Site	\$71.00	\$71.00	\$71.00	\$71.00	\$71.00	\$355.00	\$0.00



**State of Alabama Network Services**  
**Miscellaneous Catalog Detail Pricing Sheet (Fixed Cost)- Internet Services**  
**ITB - 14-X-2259048**

A	B	C	D	E	F	G	H	I
Catalog Number	DESCRIPTION	Year 1 Monthly / One-Time Cost	Year 2 Monthly / One-Time Cost	Year 3 Monthly / One-Time Cost	Year 4 Monthly / One-Time Cost	Year 5 Monthly / One-Time Cost	Total Monthly 5 Year Unit Cost	Average One-Time Unit Cost
15020148	1 Lower 48 / Class of Service 45 Mbps Flat Rate / na / 45 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020149	1 Lower 48 / Class of Service Burstable T3 / na / T3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020150	1 Lower 48 / Class of Service Hi Cap Flex 1 Mbps / na / 1 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020151	1 Lower 48 / Class of Service Hi Cap Flex 2 Mbps / na / 2 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020152	1 Lower 48 / Class of Service Hi Cap Flex 4 Mbps / na / 4 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020153	1 Lower 48 / Class of Service Hi Cap Flex 6 Mbps / na / 6 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020154	1 Lower 48 / Class of Service Hi Cap Flex 8 Mbps / na / 8 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020155	1 Lower 48 / Class of Service Hi Cap Flex 10 Mbps / na / 10 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020156	1 Lower 48 / Class of Service Hi Cap Flex 20 Mbps / na / 20 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020157	1 Lower 48 / Class of Service Hi Cap Flex 30 Mbps / na / 30 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020158	1 Lower 48 / Class of Service Hi Cap Flex 40 Mbps / na / 40 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020159	1 Lower 48 / Class of Service Hi Cap Flex OC3 / na / OC3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020160	1 Lower 48 / Class of Service Hi Cap Flex 200 - 250 Mbps / na / 200 - 250 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020161	1 Lower 48 / Class of Service Hi Cap Flex 400 - 600 Mbps / na / 400 - 600 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020162	1 Lower 48 / Class of Service Hi Cap Flex 700 - 1000 Mbps / na / 700 - 1000 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020163	1 Lower 48 / Class of Service MLPP Flat Rate / NxT1 / 4.5 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020164	1 Lower 48 / Class of Service MLPP Flat Rate / NxT1 / 7.5 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020165	1 Lower 48 / Class of Service MLPP Flat Rate / NxT1 / 10.5 Mbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020166	1 Lower 48 / Class of Service Hi Cap Flex 1.5 Gbps / na / 1.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020167	1 Lower 48 / Class of Service Hi Cap Flex 2.5 Gbps / na / 2.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020168	1 Lower 48 / Class of Service Hi Cap Flex 3.5 Gbps / na / 3.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020169	1 Lower 48 / Class of Service Hi Cap Flex 4.5 Gbps / na / 4.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020170	1 Lower 48 / Class of Service Hi Cap Flex 5.5 Gbps / na / 5.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020171	1 Lower 48 / Class of Service Hi Cap Flex 6.5 Gbps / na / 6.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020172	1 Lower 48 / Class of Service Hi Cap Flex 7.5 Gbps / na / 7.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020173	1 Lower 48 / Class of Service Hi Cap Flex 8.5 Gbps / na / 8.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15020174	1 Lower 48 / Class of Service Hi Cap Flex 9.5 Gbps / na / 9.5 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	DSL Internet Access							
	ADSL Service							
15020175	Business DSL (GCSM) / Out-of-Region (Covad) / 768k/128k / Single IP - ADSL Line Share	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$275.00	\$0.00
15020176	Business DSL (GCSM) / Out-of-Region (Covad) / 1.5 Mg/384k / Single IP - ADSL Line Share	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$250.00	\$0.00
15020177	Business DSL (GCSM) / Out-of-Region (Covad) / 3.0 Mg/512k / Single IP - ADSL Line Share	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$300.00	\$0.00
15020178	Business DSL (GCSM) / Out-of-Region (Covad) / 6.0 Mg/768k / Single IP - ADSL Line Share	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$400.00	\$0.00
15020179	Business DSL (GCSM) / Out-of-Region (Covad) / 192k/192k / Multi-IP - SDSL	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$750.00	\$0.00
15020180	Business DSL (GCSM) / Out-of-Region (Covad) / 384k/384k / Multi-IP - SDSL	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$1,000.00	\$0.00
15020181	Business DSL (GCSM) / Out-of-Region (Covad) / 768k/768k / Multi-IP - SDSL	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$1,350.00	\$0.00
15020182	Business DSL (GCSM) / Out-of-Region (Covad) / 1.1 Mg/1.1 Mg / Multi-IP - SDSL	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$1,750.00	\$0.00
15020183	Business DSL (GCSM) / Out-of-Region (Covad) / 1.5 Mg/1.5 Mg / Multi-IP - SDSL	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$2,000.00	\$0.00
15020184	Business DSL (GCSM) / In-Region - 22 State / 768k/384k / BroadBand Dynamic IP Direct (Dry Loop)	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$180.00	\$0.00
15020185	Business DSL (GCSM) / In-Region - 22 State / 1.5 Mg/384k / BroadBand Dynamic IP Direct (Dry Loop)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$200.00	\$0.00
15020186	Business DSL (GCSM) / In-Region - 22 State / 1.5 Mg/384k / BroadBand Static IP Direct (Dry Loop)	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$260.00	\$0.00



Steve Boone <boones@mtnbrook.org>

## FW: Final Small Cell Technology Facilities Documents for Council Meeting Jan 11 2016

1 message

Steve Stine <sstine@bishopcolvin.com>

Fri, Jan 8, 2016 at 10:29 AM

To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>, Dana Hazen <hazend@mtnbrook.org>

Cc: "Rotenstreich, Andy" <arotenstreich@bakerdonelson.com>, "Adams, Kimberly" <Kimberly.Adams@crowncastle.com>, Whit Colvin <whitcolvin@bishopcolvin.com>

Sam, per message below, Crown is satisfied with the documents that I sent them last evening. Unless the City Council has more questions on Monday night, these should be the final versions of what the Council could approve.

Steve, attached are the Final forms of the following documents that relate to this: (i) the Small Cell Technology Facilities Ordinance (Final Jan 7 Version w attached photos) which will add a new Chapter 126 of the City Code – in this I have included the photographs that go with Attachments A and B; (ii) the Ordinance that amends Chapter 14 for fees related to the small cell facilities; and (iii) the Franchise Agreement between the City and Crown ( Final Jan 7). *1948*

Steve, we also will need a Resolution evidencing that the Council Resolution approving the Franchise Agreement. For your convenience, I also have prepared, and attach, a draft Resolution for this purpose. *1949*

Let me know if you need anything else on this. *2016-008*

Thanks to everyone on your help on working through these important matters.

P.S. to Andy and Kimberly: I have copied you on this transmittal so you will have copies of the final materials that will be given to the City Council. I do not know if either/both of you are planning on attending. If you are, there is some discussion about conducting the City Council meeting prior to the regular 7:00 pm start time.

Steve Stine

1910 First Avenue North

Birmingham, Alabama 35203

Phone : (205) 251-2881

Fax : (205) 254-3987

Email: sstine@bishopcolvin.com



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**From:** Adams, Kimberly [mailto:Kimberly.Adams@crowncastle.com]  
**Sent:** Friday, January 8, 2016 8:59 AM  
**To:** Steve Stine; 'Rotenstreich, Andy'  
**Cc:** Steve Boone  
**Subject:** RE: Crown Castle Franchise Agreement and Proposed Small Cell Ordinance  
**Importance:** High

Good morning, Steve. I just wanted to thank you yet again for all your time and effort that have gone into this ordinance and franchise agreement with a huge amount of appreciation for coordinating the call yesterday between Mr. Boone and Paul Conlon on such short notice. I did have an internal call this morning with my director as well as our in-house counsel, and we are all in agreement with these two final drafts. As mentioned on the call yesterday, whether in writing or not, Crown Castle is absolutely dedicated to properly permitting all our construction work, but I think your additional language to the gross revenue definition exclusion does a fine job of further reiterating the licensing and permitting requirement of Section 12 (r). We very much look forward to seeing you all again on Monday evening, but by all means do let us know if you need anything additionally from us prior to the meeting. Thanks again for all the City's assistance, and Crown Castle very much looks forward to doing business in the City of Mountain Brook.

#### KIMBERLY J. ADAMS

Government Relations Manager, Southeast Region, Small Cell Networks

Mobile 404.226.8915 | Desk 470.235.6285

#### CROWN CASTLE

1200 Northmeadow Parkway, Suite 180; Roswell, GA 30076

[CrownCastle.com](http://CrownCastle.com)

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**From:** Steve Stine [mailto:ssstine@bishopcolvin.com]  
**Sent:** Thursday, January 07, 2016 7:15 PM  
**To:** 'Rotenstreich, Andy'  
**Cc:** Adams, Kimberly; Steve Boone  
**Subject:** RE: Crown Castle Franchise Agreement and Proposed Small Cell Ordinance

Andy, per our conference call today, attached is the revised Jan 7 version of the Franchise Agreement. We accepted your changes in your last draft, except that in Section 1(h)vii we added the proviso that I mentioned, so this entire section now reads:

"vii reimbursement payments received by the Company to offset the cost of construction of its Facilities; provided that nothing in this provision or elsewhere in this Agreement shall relieve the Company of its obligations to obtain appropriate building permits and pay permit fees associated with the Company's construction activities in the City;"

Also, attached is what I trust will be the Final version of the Facilities Ordinance. I made the editorial change you requested in Section 2(b)(vi). I understand why requested clarification in Section 2(c)(ii), but think that, instead of inserting "30 day" where you requested, adding the proviso below works better there, so that the sentence in question now reads:

"To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the Applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the City does not advise the Applicant in writing of the incompleteness of a submitted application within 30 days after that submission."

Do these two Final Versions work for you? If so, please advise ASAP so we can get the Final Versions to the City Council.

Thanks.

Steve Stine

1910 First Avenue North

Birmingham, Alabama 35203

Phone : (205) 251-2881

Fax : (205) 254-3987

Email: [ssstine@bishopcolvin.com](mailto:ssstine@bishopcolvin.com)



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**From:** Rotenstreich, Andy [<mailto:arotenstreich@bakerdonelson.com>]  
**Sent:** Wednesday, January 6, 2016 4:41 PM  
**To:** [ssstine@bishopcolvin.com](mailto:ssstine@bishopcolvin.com)  
**Cc:** Adams, Kimberly ([Kimberly.Adams@crowncastle.com](mailto:Kimberly.Adams@crowncastle.com))

**Subject: Crown Castle Franchise Agreement and Proposed Small Cell Ordinance**

Steve,

Per our discussion, attached is a slightly revised Franchise Agreement for your review. We used the latest clean version you sent 12/22/15.

The only changes to the Franchise Agreement are as follows:

1. Section 1(h) – definition of Gross Revenues – “Gross Revenues do not include the following: (vii) reimbursement payments received by the Company to offset the cost of construction of its Facilities.” – This is the section to be discussed with Steve Boone. Crown cannot agree to include reimbursement payments from its customers for capital costs of construction of the fiber and nodes. Crown is willing to pay the fee on its recurring revenue.
2. Section 8: Crown is willing to agree to dedicate 2 strands of fiber for the City’s use, so long as such use is not for commercial purposes. Since the dedicated 2 strands are interconnected with the other fiber strands that Crown and its customers will be using, Crown must be allowed to manage and maintain all of the fiber. Let me know if you have any questions re: the proposed language.

With regards to the Ordinance, we propose the following last revisions:

1. Section 2(b)(vi): At the beginning of the paragraph, add “Applicant’s or” after “the” and before “Provider’s” to remain consistent with the phrase “Applicant or Provider” later in that same paragraph; and
2. Section 2(c)((ii): In the last paragraph, in order to clarify that the tolling only occurs within the first 30 days per the federal law, add “30-day” after “the applicable” and before “calendar day review period” in the second line.

If these changes are accepted, we are good to go. Please feel free to call me to discuss the proposed revisions.

Thanks.

Andy

**N. Andrew Rotenstreich**

Shareholder\*

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**4 attachments**

-  **Facilities Ordinance - Final Jan 7 City\_wattachedphotos.docx**  
16564K
-  **ORDINANCE Amend Chapter 14 Fees\_Final\_For Council Jan 11.docx**  
23K
-  **Franchise Agmt Final 1\_7\_16.DOCX**  
84K
-  **Resolution Approving Franchise Agmt.docx**  
15K

**ORDINANCE NO. 1948**

**AN ORDINANCE TO ADOPT REGULATIONS FOR SMALL CELL TECHNOLOGY FACILITIES IN THE CITY OF MOUNTAIN BROOK, ALABAMA**

**WHEREAS**, the City Council of the City of Mountain Brook, Alabama, seeks to facilitate the availability of reliable, personal wireless communication services for its citizens and the public by permitting the placement of Small Cell Technology Facilities and associated structures along the Right of Way and on private properties in the City; and

**WHEREAS**, the installation, expansion, and maintenance of Small Cell Technology Facilities and associated structures on or along the Right of Way and on private properties might have significant impact upon: (1) the aesthetic values and historic character of the City; (2) safe use and passage on or along the Rights of Way by the public; and (3) properties and property values in the City in areas where such structures are placed; and

**WHEREAS**, the federal Telecommunications Act of 1996 (the "Act") and regulations promulgated with respect to the Act by the Federal Communications Commission ("FCC") authorize local governments to enact reasonable regulations for the placement, expansion, height, and maintenance of Small Cell Technologies Facilities and associated structures; and

**WHEREAS**, as provided in this ordinance, the City seeks to mandate, where feasible, the collocation of Small Cell Technology Facilities on existing poles and other Support Structures as opposed to installation of new structures; and

**WHEREAS**, the above-noted collocation and other provisions of this ordinance are intended to be consistent with the Act and its associated regulations; and

**WHEREAS**, the adoption of the regulations, procedures and requirements in this ordinance will permit Applicants and Providers to enhance the provision of personal wireless service and protect the public welfare, health, safety and interests of the City's citizens.

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

A new Chapter 126, which reads as follows, is hereby adopted and shall be inserted in the Mountain Brook Municipal Code:

**Chapter 126 - Small Cell Technology Facilities**

**Section 1. Definitions**

The terms below have the following meanings for purposes of this ordinance.

(1) "Abandonment" or "Abandon(s)" means that, following the placement of Small Cell Technologies Facilities (and associated Accessory Equipment) or Support Structures in the City pursuant to a permit issued to a Provider or an Applicant, any of the following has occurred: (a) for any reason the Facilities cease to be used to transmit signals, data or messages or otherwise be used for their intended purposes for a period of ninety (90) days; (b) the City revokes the permit for placement and use of those Facilities due to nonpayment of applicable fees, the failure of the Provider or Applicant to comply with conditions in the permit or in this ordinance concerning them, or other valid reason; or (c) the Provider or

Applicant fails to perform any of its responsibilities, obligations and requirements in this ordinance or in a permit that relate to the installation, construction, maintenance, use or operation of the Facilities, Accessory Equipment or Support Structures, and that breach remains uncured for a period of sixty (60) days after the City provides written notice of the breach to the Provider or Applicant.

(2) "Accessory Equipment" means any equipment other than an antenna that is used in conjunction with Small Cell Technology Facility arrangements. This equipment may be attached to or detached from a Small Cell Technology Wireless Support Structure, and includes, but, is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment on or in the immediate vicinity of a Support Structure.

(3) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals, is attached to a Small Cell Technology Wireless Support Structure and is used to communicate wireless service.

(4) "Applicant", whether singular or plural, means a personal wireless service provider, an entity that is authorized by a personal wireless service provider to apply for or receive a permit to install, construct, modify or maintain a Small Cell Technology Facility and related Accessory Equipment or Support Structure in the City, or an entity certificated by the Alabama Public Service Commission to provide telecommunication service.

(5) "Application" means a formal request submitted to the City for a permit to install, construct, modify or maintain a Small Cell Technology Facility and related Accessory Equipment or Support Structure.

(6) "City" means the City of Mountain Brook, Alabama.

(7) "City Council" means the City Council of the City of Mountain Brook, Alabama.

(8) "City Manager" means the person appointed by the City Council as the City Manager of the City. The City Manager includes any employee of the City or other person designated by that Manager to perform the responsibilities in this ordinance.

(9) "Collocation" means the placement or installation of a new Small Cell Wireless Technology Facility or related Accessory Equipment on an existing pole or other Support Structure that is owned, controlled or leased by a utility, the City, or other person or entity.

(10) "Personal Wireless Service Provider" or "Provider" means an entity that provides personal wireless communication services to the public or citizens of the City on a commercial basis and is authorized by the FCC to provide those services.

(11) "Private Property" means real property located in the City that does not lie within the Right of Way.

(12) "Right of Way", whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements and public service easements within those places, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include county, state or federal rights of way or any property owned by any person or entity other than the City.

(13) "Small Cell Technology Facility(ies)" or "Facilities", whether singular or plural, means and includes the following types of structures: (a) antenna; and (b) associated Accessory Equipment. Photographs and illustrations of the types, relative dimensions and scale of these facilities that are currently contemplated by this ordinance are attached as Attachment A to the permanent record of this ordinance that is maintained by the City Clerk.

(14) "Small Cell Technology Wireless Support Structure" or "Support Structure", whether singular or plural, means a freestanding structure designed or used to support, or capable of supporting, Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole. These terms do not include the City's decorative and architecturally significant street light poles as those decorative lights are inappropriate for use as a Support Structure.

(15) "Stealth Technology" means a method(s) of concealing or minimizing the visual impact of a Small Cell Technology Facility (and associated Accessory Equipment) and Support Structure by incorporating features or design elements which either totally or partially conceal such Facilities or equipment. The use of these design elements is intended to produce the result of having said Facilities and associated structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the Facilities are an architectural component of the support structure. Photographs and illustrations of examples of the types of Stealth Technology that may be used when buildings are utilized as Support Structures and other applications of Stealth Technology that are currently contemplated are attached as Attachment B to the permanent record of this ordinance that is maintained by the City Clerk.

## **Section 2. Permit Required to Place Small Cell Technology Facilities in Right-of-Way**

(a) A Provider or Applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on the Right of Way, or substantially modifying the position or characteristics of any such existing Facility thereon.

(b) The City Manager will review and administratively process any request for a permit to determine whether, in the exercise of the City Manager's reasonable discretion, it should be issued for the location and in the manner requested by the Applicant. In this process, the burden is on the Provider or Applicant to demonstrate that the placement of the proposed Small Cell Technology Facility and associated Accessory Equipment or Support Structure on the Right of Way is the minimal physical installation which will achieve the goal of enhancing the provision of personal wireless services when considering all pertinent factors discussed in the provision immediately below. Except as set forth in this section, this permitting process will be administrative and not require the approval of any City Board or City official other than the City Manager.

The factors, requirements and guidelines that the City Manager may consider and will apply when determining whether to issue a permit for placement of Small Cell Technology Facilities and associated structures on the Right of Way include, but are not limited to, the following:

- (i) the demonstrated need for placing the structures at the requested location and geographic area in order to deliver or enhance personal wireless service;
- (ii) the visual impact of placing the Support Structures or Facilities in the subject area;

(iii) the character of the area in which the structures are requested, including surrounding buildings, properties and uses;

(iv) whether the appearance and placement of the requested structures is aesthetically consistent with the immediate area;

(v) whether the structures are consistent with the historic nature and characteristics of the requested location;

(vi) the Applicant's or Provider's network coverage objective and whether the Applicant or Provider should use available or previously unconsidered alternative locations to place the Support Structures or Facilities;

(vii) Colocation. To the extent practical, all Facilities and associated Accessory Equipment that are placed in the City shall be attached to a pre-existing Support Structure that is owned, controlled or leased by a utility, franchisee, the City or other entity. If the Applicant demonstrates that no colocation opportunities exist in the area where a technologically documented need for a facility exists, the Applicant may request that a new pole or other Support Structure be installed in that area for purposes of constructing the Facilities. Before any new Support Structure is permitted, each of the following must occur:

- (1) the Applicant must have provided the City written evidence that no practical colocation opportunity exists. This evidence shall include, but not be limited to, affidavits, correspondence, or other written information that demonstrates that the Applicant has taken all commercially reasonable actions to achieve colocation in the requested location or area, that the Applicant has pursued but been denied access to all potential colocation sites in the subject area (and the reasons any such denial(s)), and otherwise show that the Applicant is unable to co-locate on an existing Support Structure;
- (2) the City Manager must recommend the placement of a new Support Structure in the Right of Way; and
- (3) the City Council must approve the recommendation of the City Manager to issue a permit that includes the placement of a new Support Structure in the Right of Way. The City Council will consider whether to approve any such new structure at a regular Council meeting that will be conducted as soon as practical after the City Manager's recommendation is made.

(viii) if a facility is attached to a utility pole or other Support Structure in the Right of Way, no antenna or other part of the facility shall extend more than five (5) feet above the height of that structure; provided that, in the event that the Applicant demonstrates that National Electric Safety Code regulations or other factors create an undue hardship in complying with this height requirement, the City Manager may permit a facility to extend up to ten (10) feet above the height of such Support Structure;

- (ix) the Accessory Equipment shall, if reasonably possible, be placed at least 10 feet above the ground;
- (x) the color of antenna and Accessory Equipment shall be compatible with that of the Support Structure;
- (xi) the Facility (including the Accessory Equipment) shall not be illuminated;
- (xii) whether the proposed installation could cause harm to the public or pose any undue risk to public safety;
- (xiv) whether the proposed installation may interfere with vehicular traffic, passage of pedestrians, or other use of the Right of Way by the public; and
- (xv) if the proposed installation will disturb conditions on the Right of Way, whether the Applicant can demonstrate its ability and financial resources to restore the subject area to its pre-existing condition following installation.

(c) Application Process.

- (i) At a minimum, each application for a permit shall contain all of the following:
  - (1) engineering drawings depicting the type of Facilities, Support Structure, and means and points at which such Facilities and associated Accessory Equipment will be attached to a Support Structure;
  - (2) map(s) designating with specificity the location(s) of the requested Facilities;
  - (3) the geographic coordinates of all antenna and other proposed Facilities;
  - (4) if the Facilities will be located on a Support Structure on the Right of Way that is owned by any entity other than the City or the Applicant, a copy of any license, lease, agreement or other documentation evidencing that the owner of that Support Structure authorizes the Facilities to be attached thereto or agrees in principle to authorize that attachment; provided that, if a representation is made to the City that the attachment has been authorized in principle by the owner of the Support Structure but the Applicant subsequently fails to furnish the City documentation that finalizes any such agreement, the City may refuse to issue the requested permit until that documentation is provided, or, if the City issues the requested permit before receiving such final documentation, the subject permit may be revoked and any license to use that part of the Right of Way be rescinded.
  - (5) if the Applicant requests permission to place Facilities on a new Support Structure, the substantiation therefor required by Section 2(b) (vii) in this ordinance.

An application shall not be deemed complete until the Applicant has submitted all documents, information, forms and fees specifically enumerated in this ordinance that pertain to the location, construction, or configuration of the Facilities or Support Structures at the requested location(s). Within 30 calendar days after an application for permit is submitted, the City shall notify the applicant in writing if any additional information is needed to complete that application or supplemental information is required to process the request. If the City does not notify the applicant in writing that the application is incomplete within 30 days following its receipt, the application is deemed complete.

(ii) Time for Processing Application.

Unless another date is specified in a written agreement between the City and the Applicant, the City, will have the following time periods to make its final decision to approve or disapprove an application for a permit contemplated in this ordinance and advise the Applicant in writing of that determination:

- (1) sixty (60) calendar days from the date an application for a permit is filed with respect to a request to co-locate Facilities on an existing Support Structure; and
- (2) ninety (90) calendar days from the date an application for a permit is filed with respect to a request to attach Facilities to a new Support Structure.

To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the Applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the City does not advise the Applicant in writing of the incompleteness of a submitted application within 30 days after that submission.

(iii) Reconsideration/Appeal. Any Applicant that desires reconsideration of an administrative decision by the City Manager to deny a request for a permit to place a Facility or Support Structure on the Right of Way may seek review, modification or reversal of that decision by the City Council by submitting a request for reconsideration with the City Clerk within twenty one (21) calendar days following the City Manager's decision. That request for reconsideration will be considered by the City Council at a regular Council meeting that will be conducted as soon as practical after the request for reconsideration is made. If no request for reconsideration is submitted, the decision of the City Manager will be final.

Additionally, the Applicant, within (30) days following a decision by the City Council to deny either (i) a request for reconsideration or (b) a decision by the City Council to not approve the placement of a new Support Structure on the Right of Way, may appeal either of those decisions by the City Council to the Circuit Court of Jefferson County, Alabama. If no appeal of those decisions of the City Council is made, those will be deemed final.

(d) Additional Requirements. Any Provider or Applicant to whom a permit is issued and that places Facilities and associated Support Structures on the Right of Way also shall comply with the

following requirements as long as those Facilities and Support Structures are on or under the Right of Way:

(i) Prior to installing the Facilities or Support Structures, the Applicant shall provide the City a certificate(s) of insurance evidencing that it has obtained and will maintain the following types of insurance in connection with its operations on or use of the Right of Way: (1) General Liability coverage insuring the risk of claims for damages to persons or property arising from or related to the installation, construction, maintenance, operation or any use of Facility or Support Structure placed on or along the Right of Way by the Applicant (or any of their contractors) with minimum limits of \$1,000,000 per occurrence; and (2) Workers Compensation Insurance as required by statute. The General Liability coverage shall list the City as an additional insured, and may be provided through a combination of a primary and umbrella policies. All insurance policies shall be furnished by insurers who are reasonable acceptable to the City and authorized to transact business in the State of Alabama. On an annual basis following initial installation, the Applicant also shall furnish the City a Certificate indicating that the above-noted coverage remains and will remain in effect.

(ii) All Facilities and associated Support Structures shall be installed, erected, maintained and operated in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.

(iii) Following the installation of any Facilities and associated Support Structures, the Provider or Applicant, upon reasonable request and for good cause, shall furnish the City Manager a written certification from a licensed professional engineer in the State of Alabama stating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those Support Structures should fail at any time to comply with applicable laws and regulations, the Provider or Applicant, at either of their expense, shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them from the City Manager of non-compliance, or cease all personal wireless service operations related to those structures until the Applicant or Provider comes into full compliance with said laws and regulations.

(iv) The Facilities and associated Support Structures must at all times be maintained in good and safe condition. On no more frequent than a triennial basis, the City Manager may request that the Provider or Applicant, at either of their expense, furnish certification from a professional engineer who is licensed in the State of Alabama that the Facilities and Support Structures are in sound condition. Should that engineer deem those structures unsound, the Provider or Applicant shall furnish to the City Manager a plan to remedy any unsafe conditions or structural defect(s) and take that remedial action at the Provider or Applicant's expense.

(v) Each Applicant or Provider that applies for a permit to place Facilities (including the Accessory Equipment) and Support Structures on the Right of Way and installs and utilizes those structures shall defend, indemnify and hold the City and its employees or officials, harmless from all demands, losses, expenses (including attorney's fees and court costs), claims for personal injury or property damage, judgments or liabilities of any type that may be asserted or claimed against the City (or its employees or officials) by any third person, firm or entity that arise out of or relate in any manner to the following: (1) the installation, construction, maintenance, use or operation of the permitted Facilities, Accessory Equipment or any Support Structure on or about the Right of Way; and (2) the failure of the Provider or Applicant to perform any of their respective responsibilities, obligations and permit requirements in this ordinance. Notwithstanding the foregoing, the Provider or Applicant shall not be obligated to indemnify the City for City claims resulting from the sole negligence or willful acts of the City (or its representatives).

(e) Permit and License Fees. The Applicant for a permit to place Facilities and associated Support Structures on the Right of Way shall pay the following types of fees that are enumerated in Chapter 14 of the City Code of Ordinances, as amended:

- (i) a permit application and review fee to be paid when an application is submitted;
- (ii) a permit issuance fee per each Support Structure on the Right of Way contemplated for attachment; and
- (iii) an annual license fee per each Support Structure on the Right of Way pertaining to the ongoing use of public property.

(f) Franchise Agreements for Other Uses of Right of Way. This Section 2 regulates the placement of Small Cell Technology Facilities (and associated Accessory Equipment) on or in the immediate vicinity of Support Structures that are located or proposed to be located on the Right of Way. No provision in this Section 2 or elsewhere in this ordinance is intended to permit, regulate or authorize the placement by a Provider or Applicant of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport telecommunication signals, data or messages between Support Structures or between any other points on the Right of Way. In the event any such Provider or Applicant desires to place telecommunications equipment or Facilities along the Right of Way at points not regulated by this ordinance, the City may enter into franchise or similar agreement that authorize, govern and apply to such use of other locations on or along the Right of Way.

### **Section 3. Placement of Small Cell Technology Facilities on Private Property**

(a) A Provider or Applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on private property, or substantially modifying the position or characteristics of any such existing facility thereon.

(b) The City Manager will review and administratively process any request for a permit to determine whether, in the exercise of the City Manager's reasonable discretion, it should be issued for the location and in the manner requested. In this process, the burden is on the Applicant to demonstrate that the placement of the proposed Small Cell Technology Facility and associated Accessory Equipment or

Support Structure on private property is the minimal physical installation which will achieve the technological goal of enhancing the provision of personal wireless services. Except as set forth in this section, this permitting process will not require the approval of any City Board or City official other than the City Manager.

The factors, guidelines and requirements that the City Manager may consider and will apply when determining whether to issue a permit for placement of Facilities and any associated Accessory Equipment or Support Structure on private property include, but are not limited to, the following:

- (i) the factors and requirements set forth in Section 2(b)(i)-(xi);
- (ii) Colocation. The guidelines in Section 2(b) (vii) to utilize existing poles and Support Structures for the placement of Facilities and Accessory Equipment are also applicable when considering whether to permit the installation of those Facilities and Support Structures on private property, provided that City Council approval is not required before a permit is issued to place a new pole or other Support Structure on private property if that action is appropriate.
- (iii) The Provider or Applicant shall use Stealth Technology when installing the Facilities and associated Accessory Equipment on any building or accessory to that building that is located on private property. Further, Stealth Technology should be used when placing Facilities on other types of Support Structures on private property unless the Applicant can reasonably demonstrate that, given the nature of the requested application, the use of such Technology is (a) unnecessary; or (b) impractical.
- (iv) If Facilities are placed on an existing or new building or accessory to that building, the following dimensional regulations shall apply:
  - (1) Façade-mounted antennas shall not extend above the face of any wall or exterior surface of the building.
  - (2) Roof-mounted antennas and Accessory Equipment may be permitted on buildings in a accordance with the following table:

<b>Height of Building</b>	<b>Maximum Height of Facility above Highest Point of Roof</b>	<b>Required Setback from Edge of Roof of Building</b>
Up to 15 feet	8 feet, including antenna	1 foot for every foot of height of equipment
15-35 feet	10 feet, including antenna	1 foot for every foot of height of equipment
More than 35 feet	12 feet, including antenna	1 foot for every foot of height of equipment

(3) The antenna component of the Facilities shall be limited to a maximum height of three (3) feet and a maximum width of two (2) feet; provided that authorization to install antenna up to six (6) feet in height may be permitted if a showing of the technological need for such equipment is made and other requirements of this Section are met.

(4) Accessory Equipment must be located in an equipment cabinet, equipment room in an existing building or in an unmanned equipment building. If the equipment building is freestanding, it shall conform to Section 129-314 of the Mountain Brook Municipal Code with respect to building setbacks, that building shall not exceed 400 square feet, and its overall height shall be limited to 15 feet (if located on the ground) measured from the finished grade. Further, if an equipment building or cabinet is located in a residential zone, or the nearest adjoining property is in a residential zone, that building or cabinet shall be surrounded by landscaping to provide a screen of the same height as the building or cabinet.

(v) Application Process. Except as provided in subparts (1) and (2) immediately below, the same application process that is set forth in Section 2(c) will be utilized when processing any request for a permit to place Facilities or Support Structures on private property, except that:

(1) City Council approval to install a new Support Structure on private property is not a condition for a permit to place Facilities thereon; and

(2) If the Facilities are located on private property that is not owned or exclusively used by the Applicant, instead of providing the documentation contemplated in Section 2(c) (i)(4), the Applicant shall present a license, lease, agreement or other documentation indicating that owner of said property authorizes the Applicant the rights to place the Facilities thereon and access thereto, or that such owner agrees in principle to grant the Applicant those rights; provided that, if a representation is made to the City that the owner of private property has agreed in principle to grant those rights but the Applicant subsequently fails to furnish the City documentation that finalizes any such agreement, the City may refuse to issue the requested permit until that documentation is provided, or, if the City issues the requested permit before receiving such final documentation, the subject permit and license may be revoked.

(vi) Additional Requirements. Any Provider or Applicant to whom a permit is issued and that places Facilities and associated Support Structures on private property also shall comply with the following requirements as long as those Facilities and Support Structures are located thereon:

(1) All Facilities and Support Structures shall be installed, erected, and maintained in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.

- (2) At least triennially following the installation of the Facilities or associated Support Structures, upon reasonable request and for good cause, the applicant shall furnish the City Manager a written certification from a professional engineer licensed in the State of Alabama indicating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, “good cause” shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those structures fail at any time to comply with said laws and regulations, the Provider or Applicant shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to either of them of such non-compliance, or cease all personal wireless communications operations related to those structures until the Provider or Applicant comes into full compliance with applicable laws and regulations.
- (3) The Facilities and associated Support Structures on private property must at all times be maintained in good and safe condition.

(c) Permit and License Fees. The provider or applicant for a permit to place Facilities and associated Support Structures on private property shall pay the following types of fees that are enumerated in Chapter 14 of the City Code of Ordinances, as amended:

- (i) a permit application and review fee to be paid when an application is submitted; and,
- (ii) a permit issuance fee per each Support Structure on private property contemplated for attachment.

#### **Section 4. Abandonment of Facilities on Right of Way.**

If a Provider or Applicant abandons any Facility (including the Accessory Equipment) or an associated Support Structure (collectively “Facilities” for purposes of this Section) that is located on the Right of Way, the following rights and obligations shall exist. The City may require the Provider or Applicant, at their expense, to remove and reclaim the abandoned Facilities within sixty (60) days from the date of written notice of abandonment given by the City to them and to reasonably restore the condition of the property at which the Facilities are located to that existing before they were installed. If the Provider or Applicant fails to remove and reclaim its abandoned Facilities within such 60-day period and the Facilities are located on the Right of Way, the City shall have the rights to (a) remove them and charge its expense of any such removal operation to the account of the Provider or Applicant, (b) purchase all abandoned Facilities at the subject location from the Provider or Applicant in consideration for \$1.00, (c) at the City’s discretion, either resell the abandoned Facilities to a third party or dispose and salvage them; provided that the proceeds of any resale of abandoned Facilities by the City to a third party shall be credited to the account of the Applicant or Provider that used those Facilities before the

abandonment, and (d) charge any expense incurred by the City to restore the Right of Way to the account of the Provider or Applicant.

**Section 5. Co-Location.** To promote the public interest that is served by co-locating Facilities and associated Accessory Equipment on existing Support Structures and thereby mitigating the installation of additional Support Structures throughout the City, no person or entity (including any Provider, Applicant, utility, or franchisee) that utilizes an existing Support Structure that is located on Right of Way or on private property in the City and has space available thereon may deny a Provider or Applicant the right to use or access an existing Support Structure for purposes of attaching Facilities permitted by this ordinance without sound operational, technological or other good reason.

**Section 6. Non-Applicability.** The placement of an antenna(s), facilities or equipment related to the following types of wireless communication services are exempt from regulation under this ordinance: (a) amateur radio service that is licensed by the FCC if the facilities related thereto are not used or licensed for any commercial purpose; and (b) facilities used by any federal, state or local government or agency to provide safety or emergency services. Further, the provisions in this Chapter are supplemental to, and not intended to alter, affect or modify the provisions in Chapter 125 pertaining to the placement or use of macro Telecommunications Towers.

**Section 7. Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

**Section 8. Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

**Section 9. Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.'

**ADOPTED:** The 11th day of January, 2016.

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

**APPROVED:** The 11th day of January, 2016.

\_\_\_\_\_  
Mayor

### CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on January 11, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on January 12, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road  
The Invitation Place, 3150 Overton Road

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

## **ATTACHMENT A**

**PHOTOGRAPHS AND ILLUSTRATIONS DEPICTING TYPES, RELATIVE DIMENSIONS AND NATURE OF SMALL CELL TECHNOLOGY FACILITIES AND ASSOCIATED SUPPORT STRUCTURES REGULATED BY THIS ORDINANCE**

These photographs and illustrations are attached to the permanent record of this Ordinance that is maintained by the City Clerk and available upon request to that office.



Derivative of The Fabulous Fox - Atlanta by James Emery at [www.flickr.com](http://www.flickr.com), licensed CC-BY (<http://creativecommons.org/licenses/by/2.0>)













## ATTACHMENT B

### PHOTOGRAPHS AND ILLUSTRATIONS DEPICTING EXAMPLES OF STEALTH TECHNOLOGY FOR SMALL CELL TECHNOLOGY FACILITIES LOCATED ON BUILDINGS

These photographs and illustrations are attached to the permanent record of this Ordinance that is maintained by the City Clerk and available upon request to that office.



Applicant fails to perform any of its responsibilities, obligations and requirements in this ordinance or in a permit that relate to the installation, construction, maintenance, use or operation of the Facilities, Accessory Equipment or Support Structures, and that breach remains uncured for a period of sixty (60) days after the City provides written notice of the breach to the Provider or Applicant.

(2) "Accessory Equipment" means any equipment other than an antenna that is used in conjunction with Small Cell Technology Facility arrangements. This equipment may be attached to or detached from a Small Cell Technology Wireless Support Structure, and includes, but, is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment on or in the immediate vicinity of a Support Structure.

(3) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals, is attached to a Small Cell Technology Wireless Support Structure and is used to communicate wireless service.

(4) "Applicant", whether singular or plural, means a personal wireless service provider, an entity that is authorized by a personal wireless service provider to apply for or receive a permit to install, construct, modify or maintain a Small Cell Technology Facility and related Accessory Equipment or Support Structure in the City, or an entity certificated by the Alabama Public Service Commission to provide telecommunication service.

(5) "Application" means a formal request submitted to the City for a permit to install, construct, modify or maintain a Small Cell Technology Facility and related Accessory Equipment or Support Structure.

(6) "City" means the City of Mountain Brook, Alabama.

(7) "City Council" means the City Council of the City of Mountain Brook, Alabama.

(8) "City Manager" means the person appointed by the City Council as the City Manager of the City. The City Manager includes any employee of the City or other person designated by that Manager to perform the responsibilities in this ordinance.

(9) "Collocation" means the placement or installation of a new Small Cell Wireless Technology Facility or related Accessory Equipment on an existing pole or other Support Structure that is owned, controlled or leased by a utility, the City, or other person or entity.

(10) "Personal Wireless Service Provider" or "Provider" means an entity that provides personal wireless communication services to the public or citizens of the City on a commercial basis and is authorized by the FCC to provide those services.

(11) "Private Property" means real property located in the City that does not lie within the Right of Way.

(12) "Right of Way", whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks, and bicycle lanes, including all public utility easements and public service easements within those places, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include county, state or federal rights of way or any property owned by any person or entity other than the City.

(13) "Small Cell Technology Facility(ies)" or "Facilities", whether singular or plural, means and includes the following types of structures: (a) antenna; and (b) associated Accessory Equipment. Photographs and illustrations of the types, relative dimensions and scale of these facilities that are currently contemplated by this ordinance are attached as Attachment A to the permanent record of this ordinance that is maintained by the City Clerk.

(14) "Small Cell Technology Wireless Support Structure" or "Support Structure", whether singular or plural, means a freestanding structure designed or used to support, or capable of supporting, Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole. These terms do not include the City's decorative and architecturally significant street light poles as those decorative lights are inappropriate for use as a Support Structure.

(15) "Stealth Technology" means a method(s) of concealing or minimizing the visual impact of a Small Cell Technology Facility (and associated Accessory Equipment) and Support Structure by incorporating features or design elements which either totally or partially conceal such Facilities or equipment. The use of these design elements is intended to produce the result of having said Facilities and associated structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the Facilities are an architectural component of the support structure. Photographs and illustrations of examples of the types of Stealth Technology that may be used when buildings are utilized as Support Structures and other applications of Stealth Technology that are currently contemplated are attached as Attachment B to the permanent record of this ordinance that is maintained by the City Clerk.

## **Section 2. Permit Required to Place Small Cell Technology Facilities in Right-of-Way**

(a) A Provider or Applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on the Right of Way, or substantially modifying the position or characteristics of any such existing Facility thereon.

(b) The City Manager will review and administratively process any request for a permit to determine whether, in the exercise of the City Manager's reasonable discretion, it should be issued for the location and in the manner requested by the Applicant. In this process, the burden is on the Provider or Applicant to demonstrate that the placement of the proposed Small Cell Technology Facility and associated Accessory Equipment or Support Structure on the Right of Way is the minimal physical installation which will achieve the goal of enhancing the provision of personal wireless services when considering all pertinent factors discussed in the provision immediately below. Except as set forth in this section, this permitting process will be administrative and not require the approval of any City Board or City official other than the City Manager.

The factors, requirements and guidelines that the City Manager may consider and will apply when determining whether to issue a permit for placement of Small Cell Technology Facilities and associated structures on the Right of Way include, but are not limited to, the following:

- (i) the demonstrated need for placing the structures at the requested location and geographic area in order to deliver or enhance personal wireless service;
- (ii) the visual impact of placing the Support Structures or Facilities in the subject area;

(iii) the character of the area in which the structures are requested, including surrounding buildings, properties and uses;

(iv) whether the appearance and placement of the requested structures is aesthetically consistent with the immediate area;

(v) whether the structures are consistent with the historic nature and characteristics of the requested location;

(vi) the Applicant's or Provider's network coverage objective and whether the Applicant or Provider should use available or previously unconsidered alternative locations to place the Support Structures or Facilities;

(vii) Colocation. To the extent practical, all Facilities and associated Accessory Equipment that are placed in the City shall be attached to a pre-existing Support Structure that is owned, controlled or leased by a utility, franchisee, the City or other entity. If the Applicant demonstrates that no colocation opportunities exist in the area where a technologically documented need for a facility exists, the Applicant may request that a new pole or other Support Structure be installed in that area for purposes of constructing the Facilities. Before any new Support Structure is permitted, each of the following must occur:

- (1) the Applicant must have provided the City written evidence that no practical colocation opportunity exists. This evidence shall include, but not be limited to, affidavits, correspondence, or other written information that demonstrates that the Applicant has taken all commercially reasonable actions to achieve colocation in the requested location or area, that the Applicant has pursued but been denied access to all potential colocation sites in the subject area (and the reasons any such denial(s)), and otherwise show that the Applicant is unable to co-locate on an existing Support Structure;
- (2) the City Manager must recommend the placement of a new Support Structure in the Right of Way; and
- (3) the City Council must approve the recommendation of the City Manager to issue a permit that includes the placement of a new Support Structure in the Right of Way. The City Council will consider whether to approve any such new structure at a regular Council meeting that will be conducted as soon as practical after the City Manager's recommendation is made.

(viii) if a facility is attached to a utility pole or other Support Structure in the Right of Way, no antenna or other part of the facility shall extend more than five (5) feet above the height of that structure; provided that, in the event that the Applicant demonstrates that National Electric Safety Code regulations or other factors create an undue hardship in complying with this height requirement, the City Manager may permit a facility to extend up to ten (10) feet above the height of such Support Structure;

(ix) the Accessory Equipment shall, if reasonably possible, be placed at least 10 feet above the ground;

(x) the color of antenna and Accessory Equipment shall be compatible with that of the Support Structure;

(xi) the Facility (including the Accessory Equipment) shall not be illuminated;

(xii) whether the proposed installation could cause harm to the public or pose any undue risk to public safety;

(xiv) whether the proposed installation may interfere with vehicular traffic, passage of pedestrians, or other use of the Right of Way by the public; and

(xv) if the proposed installation will disturb conditions on the Right of Way, whether the Applicant can demonstrate its ability and financial resources to restore the subject area to its pre-existing condition following installation.

**(c) Application Process.**

(i) At a minimum, each application for a permit shall contain all of the following:

- (1) engineering drawings depicting the type of Facilities, Support Structure, and means and points at which such Facilities and associated Accessory Equipment will be attached to a Support Structure;
- (2) map(s) designating with specificity the location(s) of the requested Facilities;
- (3) the geographic coordinates of all antenna and other proposed Facilities;
- (4) if the Facilities will be located on a Support Structure on the Right of Way that is owned by any entity other than the City or the Applicant, a copy of any license, lease, agreement or other documentation evidencing that the owner of that Support Structure authorizes the Facilities to be attached thereto or agrees in principle to authorize that attachment; provided that, if a representation is made to the City that the attachment has been authorized in principle by the owner of the Support Structure but the Applicant subsequently fails to furnish the City documentation that finalizes any such agreement, the City may refuse to issue the requested permit until that documentation is provided, or, if the City issues the requested permit before receiving such final documentation, the subject permit may be revoked and any license to use that part of the Right of Way be rescinded.
- (5) if the Applicant requests permission to place Facilities on a new Support Structure, the substantiation therefor required by Section 2(b) (vii) in this ordinance.

An application shall not be deemed complete until the Applicant has submitted all documents, information, forms and fees specifically enumerated in this ordinance that pertain to the location, construction, or configuration of the Facilities or Support Structures at the requested location(s). Within 30 calendar days after an application for permit is submitted, the City shall notify the applicant in writing if any additional information is needed to complete that application or supplemental information is required to process the request. If the City does not notify the applicant in writing that the application is incomplete within 30 days following its receipt, the application is deemed complete.

**(ii) Time for Processing Application.**

Unless another date is specified in a written agreement between the City and the Applicant, the City, will have the following time periods to make its final decision to approve or disapprove an application for a permit contemplated in this ordinance and advise the Applicant in writing of that determination:

- (1) sixty (60) calendar days from the date an application for a permit is filed with respect to a request to co-locate Facilities on an existing Support Structure; and
- (2) ninety (90) calendar days from the date an application for a permit is filed with respect to a request to attach Facilities to a new Support Structure.

To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the Applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the City does not advise the Applicant in writing of the incompleteness of a submitted application within 30 days after that submission.

**(iii) Reconsideration/Appeal.** Any Applicant that desires reconsideration of an administrative decision by the City Manager to deny a request for a permit to place a Facility or Support Structure on the Right of Way may seek review, modification or reversal of that decision by the City Council by submitting a request for reconsideration with the City Clerk within twenty one (21) calendar days following the City Manager's decision. That request for reconsideration will be considered by the City Council at a regular Council meeting that will be conducted as soon as practical after the request for reconsideration is made. If no request for reconsideration is submitted, the decision of the City Manager will be final.

Additionally, the Applicant, within (30) days following a decision by the City Council to deny either (i) a request for reconsideration or (b) a decision by the City Council to not approve the placement of a new Support Structure on the Right of Way, may appeal either of those decisions by the City Council to the Circuit Court of Jefferson County, Alabama. If no appeal of those decisions of the City Council is made, those will be deemed final.

**(d) Additional Requirements.** Any Provider or Applicant to whom a permit is issued and that places Facilities and associated Support Structures on the Right of Way also shall comply with the

following requirements as long as those Facilities and Support Structures are on or under the Right of Way:

(i) Prior to installing the Facilities or Support Structures, the Applicant shall provide the City a certificate(s) of insurance evidencing that it has obtained and will maintain the following types of insurance in connection with its operations on or use of the Right of Way: (1) General Liability coverage insuring the risk of claims for damages to persons or property arising from or related to the installation, construction, maintenance, operation or any use of Facility or Support Structure placed on or along the Right of Way by the Applicant (or any of their contractors) with minimum limits of \$1,000,000 per occurrence; and (2) Workers Compensation Insurance as required by statute. The General Liability coverage shall list the City as an additional insured, and may be provided through a combination of a primary and umbrella policies. All insurance policies shall be furnished by insurers who are reasonable acceptable to the City and authorized to transact business in the State of Alabama. On an annual basis following initial installation, the Applicant also shall furnish the City a Certificate indicating that the above-noted coverage remains and will remain in effect.

(ii) All Facilities and associated Support Structures shall be installed, erected, maintained and operated in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.

(iii) Following the installation of any Facilities and associated Support Structures, the Provider or Applicant, upon reasonable request and for good cause, shall furnish the City Manager a written certification from a licensed professional engineer in the State of Alabama stating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those Support Structures should fail at any time to comply with applicable laws and regulations, the Provider or Applicant, at either of their expense, shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them from the City Manager of non-compliance, or cease all personal wireless service operations related to those structures until the Applicant or Provider comes into full compliance with said laws and regulations.

(iv) The Facilities and associated Support Structures must at all times be maintained in good and safe condition. On no more frequent than a triennial basis, the City Manager may request that the Provider or Applicant, at either of their expense, furnish certification from a professional engineer who is licensed in the State of Alabama that the Facilities and Support Structures are in sound condition. Should that engineer deem those structures unsound, the Provider or Applicant shall furnish to the City Manager a plan to remedy any unsafe conditions or structural defect(s) and take that remedial action at the Provider or Applicant's expense.

(v) Each Applicant or Provider that applies for a permit to place Facilities (including the Accessory Equipment) and Support Structures on the Right of Way and installs and utilizes those structures shall defend, indemnify and hold the City and its employees or officials, harmless from all demands, losses, expenses (including attorney's fees and court costs), claims for personal injury or property damage, judgments or liabilities of any type that may be asserted or claimed against the City (or its employees or officials) by any third person, firm or entity that arise out of or relate in any manner to the following: (1) the installation, construction, maintenance, use or operation of the permitted Facilities, Accessory Equipment or any Support Structure on or about the Right of Way; and (2) the failure of the Provider or Applicant to perform any of their respective responsibilities, obligations and permit requirements in this ordinance. Notwithstanding the foregoing, the Provider or Applicant shall not be obligated to indemnify the City for City claims resulting from the sole negligence or willful acts of the City (or its representatives).

(e) **Permit and License Fees.** The Applicant for a permit to place Facilities and associated Support Structures on the Right of Way shall pay the following types of fees that are enumerated in Chapter 14 of the City Code of Ordinances, as amended:

(i) a permit application and review fee to be paid when an application is submitted;

(ii) a permit issuance fee per each Support Structure on the Right of Way contemplated for attachment; and

(iii) an annual license fee per each Support Structure on the Right of Way pertaining to the ongoing use of public property.

(f) **Franchise Agreements for Other Uses of Right of Way.** This Section 2 regulates the placement of Small Cell Technology Facilities (and associated Accessory Equipment) on or in the immediate vicinity of Support Structures that are located or proposed to be located on the Right of Way. No provision in this Section 2 or elsewhere in this ordinance is intended to permit, regulate or authorize the placement by a Provider or Applicant of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport telecommunication signals, data or messages between Support Structures or between any other points on the Right of Way. In the event any such Provider or Applicant desires to place telecommunications equipment or Facilities along the Right of Way at points not regulated by this ordinance, the City may enter into franchise or similar agreement that authorize, govern and apply to such use of other locations on or along the Right of Way.

### **Section 3. Placement of Small Cell Technology Facilities on Private Property**

(a) A Provider or Applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on private property, or substantially modifying the position or characteristics of any such existing facility thereon.

(b) The City Manager will review and administratively process any request for a permit to determine whether, in the exercise of the City Manager's reasonable discretion, it should be issued for the location and in the manner requested. In this process, the burden is on the Applicant to demonstrate that the placement of the proposed Small Cell Technology Facility and associated Accessory Equipment or

Support Structure on private property is the minimal physical installation which will achieve the technological goal of enhancing the provision of personal wireless services. Except as set forth in this section, this permitting process will not require the approval of any City Board or City official other than the City Manager.

The factors, guidelines and requirements that the City Manager may consider and will apply when determining whether to issue a permit for placement of Facilities and any associated Accessory Equipment or Support Structure on private property include, but are not limited to, the following:

- (i) the factors and requirements set forth in Section 2(b)(i)-(xi);
- (ii) Colocation. The guidelines in Section 2(b) (vii) to utilize existing poles and Support Structures for the placement of Facilities and Accessory Equipment are also applicable when considering whether to permit the installation of those Facilities and Support Structures on private property, provided that City Council approval is not required before a permit is issued to place a new pole or other Support Structure on private property if that action is appropriate.
- (iii) The Provider or Applicant shall use Stealth Technology when installing the Facilities and associated Accessory Equipment on any building or accessory to that building that is located on private property. Further, Stealth Technology should be used when placing Facilities on other types of Support Structures on private property unless the Applicant can reasonably demonstrate that, given the nature of the requested application, the use of such Technology is (a) unnecessary; or (b) impractical.
- (iv) If Facilities are placed on an existing or new building or accessory to that building, the following dimensional regulations shall apply:
  - (1) Façade-mounted antennas shall not extend above the face of any wall or exterior surface of the building.
  - (2) Roof-mounted antennas and Accessory Equipment may be permitted on buildings in accordance with the following table:

<b>Height of Building</b>	<b>Maximum Height of Facility above Highest Point of Roof</b>	<b>Required Setback from Edge of Roof of Building</b>
Up to 15 feet	8 feet, including antenna	1 foot for every foot of height of equipment
15-35 feet	10 feet, including antenna	1 foot for every foot of height of equipment
More than 35 feet	12 feet, including antenna	1 foot for every foot of height of equipment

**ORDINANCE NO. 1949**

**AN ORDINANCE TO AMEND CHAPTER 14 OF THE  
MOUNTAIN BROOK MUNICIPAL CODE**

**WHEREAS**, in Ordinance No. 1948 the City Council of the City of Mountain Brook, Alabama (“City Council”) has enacted new regulations that apply to placement of Small Cell Technology Facilities (“Facilities”, as defined in Ordinance No. 1948 and used herein) along public right of ways and on private properties within the City;

**WHEREAS**, the regulations in Ordinance No. 1948 will be codified in a new Chapter 126 of the Mountain Brook Municipal Code; and

**WHEREAS**, Sections 2(e) and 3(c) of Ordinance No. 1948 provide that certain fees be paid by personal wireless service providers or applicants in connection with the review of applications, initial issuance and annual reissuance of permits required to construct, place, maintain and operate Facilities in the City;

**WHEREAS**, the City Council herein amends Chapter 14 of the Mountain Brook Municipal Code to set forth the level of fees contemplated in Sections 2(e) and 3(c) of Ordinance No. 1948.

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

**Section 1.**

Chapter 14 of the Mountain Brook Municipal Code is amended to add the following:

**CHAPTER 126**

**SMALL CELL TECHNOLOGY FACILITIES**

<b>Section of Code</b>	<b>Description</b>	<b>Fee</b>
<b>26-_____</b>	<b>Permits to Place &amp; Operate Facilities on Public Right of Way</b>	
	Permit Application & Review Fee (Ord. No. 1948 § 2(e)(i), January 11, 2016)	\$200.00
	Initial Permit Issuance Fee per Support Structure (Ord. No. 1948 § 2(e)(ii), January 11, 2016)	\$100.00
	Annual License Fee per Support Structure (Ord. No. 1948 § 2(e)(iii), January 11, 2016)	\$500.00
	Permit Application & Review Fee (Ord. No. 1948 § 3(c)(i), January 11, 2016)	\$200.00
	Initial Permit Issuance Fee per Support Structure (Ord. No. 1948 § 3(c)(ii), January 11, 2016)	\$100.00

**Section 2. Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

**Section 3. Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

**Section 4. Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.'

**ADOPTED:** The 11th day of January, 2016.

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

**APPROVED:** The 11th day of January, 2016.

\_\_\_\_\_  
Mayor

#### **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on January 11, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on January 12, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
Overton Park, 3020 Overton Road

Gilchrist Pharmacy, 2805 Cahaba Road  
The Invitation Place, 3150 Overton Road

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

**RESOLUTION NO. 2016-008**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or City Manager of the City is hereby authorized and directed, on behalf of, and in the name of the City of Mountain Brook, Alabama ("City"), to execute the Franchise Agreement between the City and Crown Castle NG East Inc., in the form as attached hereto as Exhibit A, with such minor changes thereto as may be approved by the Mayor, whose approval of such changes shall be evidenced by his execution of said Franchise Agreement.

**ADOPTED:** The 11th day of January, 2016.

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

**APPROVED:** The 11th day of January, 2016.

\_\_\_\_\_  
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 January 11, 2016, as same appears in the minutes of record of said meeting.

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

## FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made by and between **CROWN CASTLE NG EAST LLC**, a Delaware limited liability company (formerly known as Crown Castle NG East Inc., a Delaware corporation) (hereinafter referred to as the "Company"), and the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation (the "City"), as of the Effective Date (as defined below). The Company and the City separately may be referenced herein as a "Party", and collectively as "Parties".

### RECITALS

**WHEREAS**, in December 2013 the Alabama Public Service Commission awarded the Company's predecessor Crown Castle NG East Inc. a certificate to provide competitive local exchange telecommunications services in this State;

**WHEREAS**, the Company intends to provide telecommunications service in the City utilizing a System, which may incorporate Small Cell Technology Facilities and Equipment, to be constructed, maintained and operated along the Rights of Way and owned, leased, controlled and used by the Company or its customers (including personal wireless communication service providers) with respect to the provision of wireless or other telecommunications services in the City;

**WHEREAS**, pursuant to the Small Cell Technology Facilities Ordinance, the City will regulate the placement of Small Cell Technology Facilities that are installed in connection with the System and located in the Rights of Way and on private properties throughout the City;

**WHEREAS**, the Company's selection of locations to install its Equipment used to serve its customers, and its construction, maintenance and operation of such Equipment along Rights of Way are subject to the advance approval of the City, through the exercise of its police powers, and the Company must comply with all applicable laws, codes and regulations related to the operation of its System, including, but not limited to, the Ordinance;

**WHEREAS**, the Company will not use the System to provide cable television services, channels, or programming to end users in the City; and

**WHEREAS**, in accordance with the terms and conditions herein and subject to the Company's compliance with the Ordinance, the City grants the Company a non-exclusive franchise for it to construct, maintain and operate its System and to place its Equipment in the Rights of Way in the manner approved in advance by the City.

**NOW, THEREFORE**, in consideration of the recitals above, the respective representations, promises, concessions, terms and conditions contained herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

**1. Definitions.** For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in

the singular number shall include the plural number, and words in the plural number shall include the singular.

a. "City" means the City of Mountain Brook, Alabama, including all of its operating departments and divisions.

b. "Company" means Crown Castle NG East LLC, a Delaware limited liability company, and its lawful successors, assigns and transferees in accordance with the provisions of this Agreement.

c. "Customer" means any person to whom the Company provides any Services to or from, or between locations in the City, or any personal wireless service provider or other customer to whom it provides Service or allows the use of Equipment.

d. "Effective Date" means the first day of the month after the date last executed by a Party below on the signature page.

e. "Equipment" means the optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, remote radio units, antennas, fiber optic and coaxial cables, wires, meters, pedestals, poles and other support structures (including traffic signals and street lights other than decorative street lights owned by the City), power switches, nodes, hubs and related equipment, whether referred to singly or collectively, to be installed, used or operated by the Company hereunder to operate its System or to provide Services.

f. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or other right to construct, operate and maintain the System in and along the ROW at locations requested by the Company in which its intended operations are approved in advance by the City and performed in compliance with lawful and applicable laws, codes or regulations, including but not limited to, land use and zoning regulations and the Ordinance.

g. "Franchise Fee" means the fee paid by the Company to the City for the privilege of locating, maintaining and operating its System and placing its Equipment at various locations in the ROW.

h. "Gross Revenues" shall mean all revenues, in whatever form, that are received or accrued by the Company from any person, carrier, customer, personal wireless service provider or entity that is not affiliated with it with respect to the receipt, transmission, or distribution of any data, voice, video or other electronic messages or signals in whatever form to or from locations in the City (or between locations in it), all revenues received by the Company in connection with its provision of Equipment to personal wireless service providers or its other customers, and all revenues paid to it for Services that arise from the Company's operations in the City . This term shall include, but not be limited to, the following:

- i. All recurring or non-recurring revenues received with respect to the provision of any Service that utilizes the System;

- ii. All recurring or non-recurring contract fees, usage based fees, charges, or consideration of any kind or nature (including without limitation, cash, credits, property, and in-kind contributions) received by the Company in connection with its utilization of the System or provision of its Equipment in the City;
- iii. All recurring and non-recurring revenue arising from or attributable to the provision of any Equipment that is constructed, leased, sold by the Company or provided to any to its customers or to personal wireless service providers in connection with the provision of Services or the operation of the System.

Gross Revenues do not include the following:

- i. uncollectible fees; provided that all or part of uncollectible fees that are written off as bad debt, but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected;
- ii. insufficient funds (returned checks);
- iii. late payment fees;
- iv. discounts, promotions, refunds, rebates, and other price adjustments that reduce the amount of compensation received by Company from its customers;
- v. the amounts billed by the Company to its Customers to recover sales, ad valorem, or other types of “add on” taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid or collected for federal, state, or local government, or surcharges imposed on them in connection with the provision of services, including the Franchise Fee and any other tax, fee or charge of general applicability collected by Company from its customers for pass through to the City or any other governmental entity or agency;
- vi. non-operating revenues such as interest income or gain from the sale of an asset;
- vii. reimbursement payments received by the Company to offset the cost of construction of its Facilities; provided that nothing in this provision or elsewhere in this Agreement shall relieve the Company of its obligations to obtain appropriate building permits and pay permit fees associated with the Company’s construction activities in the City; or
- viii. permit or license fees paid by the Company on behalf of a personal wireless service provider or other customer pursuant to Section 2(e) of the Ordinance for which that provider or customer reimburses the Company; provided that, pursuant to Section 6(a) of this Agreement, the

amount reimbursed to the Company by a provider or customer for any annual license fees shall be paid to the City with the Company's payment of the Franchise Fee if, before the reimbursement of such license fee, the Company previously has reduced the amount of the Franchise Fee payable to the City because the provider or customer had not reimbursed the Company for such license fee.

i. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

j. "Rights of Way" or "ROW" means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, lanes, courts, ways, alleys, boulevards, ways, sidewalks and bicycle lanes, including all public utility easements and public service easements within those places, as the same now or may hereinafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City.

k. "Service" or "Services" shall mean all services provided by the Company for which it receives compensation from its customers or personal wireless service providers with respect to its operations in the City, including radio frequency transport and other telecommunications services provided by the Company through its System to its customers and/or individual-case-basis agreements with customers authorized by Company's tariffs filed with and regulated by relevant state or federal law, and compensation received by the Company for providing service or allowing the use of its Equipment by personal wireless service providers, carriers or its other customers to enable them to serve the public.

l. "System" means one or more of the protocol-agnostic, fiber-based optical networks which may incorporate Small Cell Technology Facilities and Equipment that may be owned, leased, or controlled by the Company or third parties and is provided by the Company to personal wireless service providers or its other customers.

m. "Small Cell Technology Facilities" shall have the meaning ascribed to it in the Small Cell Technology Facilities Ordinance.

n. "Small Cell Technology Facilities Ordinance" or "Ordinance" means Ordinance No. \_\_\_\_\_ enacted by the City Council of the City of Mountain Brook on or about \_\_\_\_\_, 2016 to regulate the placement of those Facilities that may be located in the Rights of Way and on private properties throughout the City.

o. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice or other signal), without change in the form or content of the information as sent and received.

## **2. Grant of Authority.**

(a) Access to ROW. Pursuant to the terms, conditions and understandings herein, and provided the Company agrees to comply with the requirements of the Ordinance, the City hereby grants to the Company a non-exclusive Franchise to construct, maintain and operate its System and to provide Services, and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate and replace Equipment in, on or along the ROW in the City for the purposes of operating the System and providing Services.

(b) Attachment to City-Owned Support Structures. Provided the Company agrees to comply with the permitting and other requirements in the Ordinance and the conditions herein, the City hereby authorizes the Company to enter upon the ROW and attach its Small Cell Technology Facilities to City-owned Support Structures as contemplated in the Ordinance for the purposes of operating the System and providing Services. If the Company so attaches its Equipment to a City-owned Support Structure, in addition, the Company shall have the right to draw electricity for the operation of its Small Cell Technology Facilities from the power source, if any, that the City furnishes for that Support Structure.

(c) Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property and provided the Company agrees to comply with the Ordinance and the conditions herein, the City hereby authorizes and permits the Company to enter upon the ROW and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures located within the ROW owned by public utility companies or other property owners as may be permitted by the public utility company or property owner, as the case may be. Where third-party property is not available for attachment of Equipment, the Company may request to install its own poles in the ROW and such request will be considered by the City in the manner set forth in the Ordinance, or as otherwise applicable and used by the City for other similarly situated franchisees.

(d) Revocation. The Company's failure to comply with the provisions of the Ordinance or those in this Agreement constitutes a Breach (as defined herein) that may result in the revocation of the Franchise and rights granted herein.

### **3. Limitations on Access to ROW.**

The Company agrees and acknowledges the following limitations, conditions and understandings apply with respect to the grant of its Franchise:

(a) The request of the Company to utilize particular locations along the ROW in the City shall be subject to the reasonable prior written review and approval of the City, and subject to the Company's compliance with the Ordinance. Except as provided in the Ordinance, the approval process for the placement of all facilities and Equipment in the ROW will be consistent with that used for similarly situated franchisees;

(b) The nature, manner and mode of installing or maintaining any line, cable, Equipment or apparatus comprising the System must be approved in advance by the City, and such approval is subject to Company's compliance with the Ordinance. The intent of the Parties is to comply with all applicable federal, state and local laws and regulations pertinent to this approval process, including any such regulations imposed by the FCC and the Ordinance;

(c) The nature and type of the Company's intended operations along the ROW must comply with applicable laws, codes or regulations;

(d) The Company shall not install, expand or extend the System without first submitting maps or plats showing the locations and types of Equipment intended to be installed at all locations, obtaining appropriate permits from the City, and complying with any conditions related to the use of such permits, including burying any underground facilities at depths below the grades of any streets as may be required by the City;

(e) The grant is not exclusive. The City reserves the right to grant the use of the ROW to any other person at any time and for any lawful purpose;

(f) This Agreement shall not be construed to create any rights beyond its express terms, conditions and periods;

(g) In approving any intended Company operations along particular points of the ROW, the City does not represent or warrant to the Company that the City holds title, right or interest in or to the ROW at those points, or that it has the right or authority to grant the Company the right to conduct its intended operations thereon. The Company acknowledges and agrees that it has the burden and responsibility to assess and determine its right to operate in the requested locations in advance of the installation of its System. Further, the City does not make any warranty (express or implied) to the Company concerning the sufficiency, condition or appropriateness of the ROW for the uses intended by the Company;

(h) The Company acknowledges that utilities or other persons or entities may hold or claim rights to utilize the same sections of the ROW in which the Company intends to operate, and that the Company exclusively is responsible for designing, planning, coordinating, installing its System, and conducting its operations in a manner that does not unduly interfere with the operations of those other entities;

(i) This Agreement shall not be construed to deprive the City of any rights, regulatory or police powers, or other privileges under State law which it now has, or may hereafter have, to regulate the use and control of its ROW or provide for the safety and welfare of the public. By granting this Franchise and approving this Agreement, the City does not surrender or to any extent waive, impair or relinquish any of those regulatory powers and rights, or to charge reasonable compensation for such use. By entering this Agreement, the Company agrees and acknowledges that all such rights and police or other regulatory powers shall be in full force and effect during its term, that the

Franchise granted it hereunder is subject to the exercise by the City of those police powers, and that it will comply with all such existing applicable laws and ordinances in effect today or that hereinafter may be enacted. In the event of any conflict between the provisions of this Agreement and any present or future laws, regulations or ordinances by which the City exercises its police powers, the provisions of those laws, regulations and ordinances shall control and take precedence in resolving the conflict;

(j) The grant of the Franchise herein shall not be construed to convey, bestow, or transfer to Company any title, easement or other permanent property interest in the ROW or other public property in or on which it conducts operations;

(k) This Agreement does not establish any priority for the use of the ROW by the Company, or any present or future franchisees, permit holders or other users of the ROW. In the event of any dispute as to the priority of use of the ROW, the first priority shall be to the public generally, the second priority shall lie with the City, the third priority with the State of Alabama and its political subdivisions in the performance of their various functions, and, thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its police and other powers conferred on it by the State of Alabama;

(l) Nothing in this Section or elsewhere in the Agreement shall be construed to limit the Company's rights to access and use its own or general utility easements in accordance with the terms of such easements so long as such use is consistent with applicable law and regulations, including, but not limited to, the Ordinance; and

(m) This Agreement does not confer upon the Company any right to use conduit that is now owned by the City or may hereafter be acquired.

#### **4. Operating Requirements and Standards.**

The following understandings apply with respect to the Company's use of the Franchise and its operations within the City:

(a) At all times the Company shall keep and maintain its System and Equipment in a safe, suitable, and substantial condition, and in good order and repair.

(b) The Company shall avail safe passageway for vehicles and pedestrians through, in and around its work sites. It further shall comply with all rules of the road or other laws related to operation of vehicles along the ROW. Except in the case of an emergency or with the approval of the City Engineer (or other designated City official), the Company agrees not to conduct its operations in a manner that interferes with usual vehicular or pedestrian travel on or the maintenance of the ROW, nor shall the placement of its facilities or its operations unreasonably limit the visibility of vehicular and/or pedestrian traffic on or along them.

(c) The Company shall conduct its operations in a manner that does not unreasonably interfere with the rights and reasonable convenience of persons who own property

adjoining the ROW. The Company acknowledges that it may enter private property only as permitted by applicable law, or as allowed by the owner of such private property, for the purpose of performing its operations thereon.

(d) The Company shall construct the System and perform its operations in accordance with all applicable federal, state and local laws, ordinances, codes, and regulations pertaining thereto, including, but not limited to, the following: any building code, electric code or ordinances that are now in effect or may hereafter be adopted by the City; laws and regulations that protect workers and are intended to promote safety in the workplace; laws and regulations that protect the environment, air or water quality or the public health, safety and welfare (including, without limitation, those issued by the Alabama Department of Environmental Management and Environmental Protection Agency); and regulations of the Federal Communications Commission.

(e) In addition to the permitting required in the Ordinance, prior to installing, expanding or constructing its System or conducting other operations on the ROW, the Company shall obtain a permit(s) from the City pertinent to that work. The Company shall submit maps or plats showing the locations and types of equipment intended to be installed at all locations. The City agrees to consider any requests for permits and process them in a timely manner consistent with reasonable municipal practices. The work to be done under this Agreement, and the restoration of the ROW as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards, and with the materials, specified or approved by the City Engineer, or other City official.

(f) The Company shall repair and replace sections of the ROW that were disturbed due to the installation, removal, relocation, maintenance and repair of its System, and restore those sections to a condition comparable to the condition existing immediately prior to such disturbance to the reasonable satisfaction of the City.

(g) Whenever reasonably practical, the Company agrees to place its Equipment on, within or adjacent to the facilities and easements of utilities and other franchisees or other areas used by them.

(h) When the Company constructs or configures its System, it agrees to install its facilities underground in those parts of the City where existing utility services are underground. It is understood that service lines and cables and/or Equipment will be allowed to be placed aboveground if other existing utility service lines or facilities in that area are installed aboveground at the time of construction of the System; provided that, at such time as the existing aerial facilities are required to be placed underground by the City, the Company shall likewise place its Equipment underground. If a site requested by the Company for the location of Equipment raises reasonable concerns about public health, safety, and welfare, the City and Company agree to work together to identify alternatively suitable locations, if available, that practically satisfy any technical specifications or limitations of such Equipment and those concerns.

(i) **Least Disruptive Technology.** The Company agrees to construct and maintain its System in a manner resulting in the least amount of damage and disruption to the ROW. To that end, the Company will use directional boring in all areas where no conduit exists. Further, the Company will be required to use trenchless technology for any portion of construction or maintenance projects which lies beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City. The City Engineer (or other appropriate official) may require trenchless technology in other locations where circumstances prevent or make open-cut methods impractical. Any requests by the Company to utilize the open-cut or trench method for construction or maintenance must be approved by the City Engineer (or other City official).

(j) The Company shall have the right to remove, trim, cut and keep trees and shrubbery clear of the System at points in and along the public ways; provided that Company shall perform those operations only having first consulting with the City's arborist (or other official who is designated to act in that capacity), and shall comply with any local rules, codes and regulations that pertain to that work. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the reasonable satisfaction of the City.

(k) The Company shall bear all costs associated with the installation, repair and maintenance of its System and its Equipment including, but not limited to (1) all expenses to repair and restore the ROW that is disturbed due to those operations, and (2) all expenses incurred in removing or relocating any portion of the System or facilities constructed when required by this Agreement.

(l) The Company, at its expense, agrees to promptly repair or replace any facility, public equipment or public improvement that the Company damages or disturbs in the course of exercising its rights hereunder, including but not limited to, any road, street or other section of the ROW, and any electric facility, sewer, water main, fire alarm, police communication or traffic control facility.

(m) In conducting its operations, the Company further agrees to:

(1) comply with all applicable sections of the National Electric Safety Code;

(2) utilize reasonable, commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public or damages to property owned by third persons;

(3) install and maintain the System in such manner that its operations will not interfere with any improvements of the City or of a public utility serving the City.

(4) perform its operations in accordance with good engineering practices and standards for firms providing like operations in the Company's industry, and in an orderly and workmanlike manner;

(5) perform all its operations through qualified maintenance and construction personnel. Further, the Company shall ensure employees are available at all times sufficient to provide safe, adequate and prompt service and maintenance of the System; and

(6) not perform its operations in a manner that obstructs the Rights-of-Way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

(n) Relocation or Removal of System at Request of the City. The City reserves the right to determine that, in its reasonable discretion, it is in the public interest to improve or modify its ROW in a manner that requires the displacement, modification, relocation or removal of the System from any area along the ROW. In any such case, the City shall use its reasonable efforts to afford the Company a reasonably equivalent alternate location. Upon its receipt of reasonable notice from the City of that determination (which notice shall be not less than forty-five (45) days except where emergency conditions require shorter notice), the Company, at its own expense, shall protect, support, temporarily disconnect, relocate to another section of the ROW designated by the City, or totally remove from the ROW any property, Equipment or facilities of the Company when required or requested by the City, Jefferson County or the State of Alabama for reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or electrical or telecommunications lines when such relocation work is being done directly by or for the City, Jefferson County or the State. Should the Company refuse or fail to relocate or remove its Equipment and facilities as provided for herein within forty-five (45) days after written notification, the City, Jefferson County or State shall have the right to do such work (or cause it to be done) and the reasonable and actual cost thereof shall be chargeable to the Company.

#### **5. Effective Date/Term/Renewal.**

This Agreement will become effective on the Effective Date and thereafter shall continue in effect for a term of ten (10) years (the "Initial Term"). Following the expiration of this Initial Term, this Agreement, and the Franchise granted herein, may be renewed and extended upon mutual agreement of the Parties for an additional term of ten (10) years upon application to the City, if: (i) the Agreement previously was not terminated or the Franchise revoked, as provided hereunder; (ii) the Company has faithfully performed its obligations hereunder; and (iii) the application and extension complies with applicable federal, state or local law.

#### **6. Franchise Fee/Records Retention/Audit**

a. **Franchise Fee.** During the term of this Agreement, the Company shall pay the City a fee of five percent (5%) of its Gross Revenues (the "Franchise Fee"). The Company shall make these payments within fifteen (15) days after the end of the preceding quarter of each year of the term of this Agreement. At the time of each such payment, the Company also shall furnish City with a report or statement that, in a summary form, discloses the total Gross Revenues derived from the System for the previous quarter, the methodology used by Company to calculate the Franchise Fee, and other bases upon which the Company determines the amount of each payment.

The Parties agree that, if the Company pays the annual license fees that are contemplated in Section 2(e)(iii) of the Ordinance and it is not reimbursed by personal wireless service providers or its other customers for those payments (the "Unreimbursed License Fee Payment(s)"), the Franchise Fee payable to the City during a given quarterly period may be reduced by the total amount of the Unreimbursed License Fee Payments paid by the Company during that period; provided that, if the Company is subsequently reimbursed by a provider or customer for said annual license fees paid by the Company that previously have been credited as an Unreimbursed License Fee Payment during a prior quarterly period, the Company will remit those reimbursed amounts to the City at the time of its next quarterly Franchise Fee payment.

b. **Records Retention.** For a rolling period not less than five (5) years following the creation of the following records, the Company agrees to retain, and make the same available for inspection during regular business hours by the City (or its designated representative), the following at its Canonsburg, Pennsylvania administrative office:

- i. its relevant books of account, reports, statements or accounting records indicating the types of Services provided to Customers during the term of the Agreement;
- ii. its relevant books of account, reports, statements and accounting records indicating the revenues charged and collected for the Services provided to its Customers during the Agreement; and
- iii. all relevant records, reports or other data generated, used or reviewed by the Company to compute its Gross Revenues or the process for calculating the Franchise Fees paid to the City.

c. **Audit of Records.** The Company acknowledges and agrees that, to the extent necessary to confirm the accuracy of the payment of Franchise Fees or any other amounts owed to the City hereunder, the City (or its designated representative), upon the provision of thirty (30) days' prior written notice to the Company, shall have the right during the Term of the Agreement, or within one (1) year following its expiration or termination, to inspect copies of the records listed above in subpart (b). At its expense, the Company agrees to furnish access to the City to these records during regular business hours at its Canonsburg, Pennsylvania, administrative office and to reasonably cooperate with the City in any such audit or review; provided however, notwithstanding this or any other provision in this Agreement, the Company, upon reasonable advance request from the City, agrees to furnish the City at City's address the supporting documents relied upon by the Company to calculate its Franchise Fee payments or

that are pertinent to the determination of those amounts. The City agrees to hold in confidence any non-public financial information it learns from the Company; provided that Company acknowledges that the City is a governmental entity that may be obligated to disclose such information to third parties pursuant to the public records laws of the State of Alabama. Therefore, notwithstanding any provision in this provision to the contrary, to the extent that City determines, in the exercise of its reasonable discretion, that the disclosure of Company's financial information is required by state law, it does not commit to keep that information confidential. However, before making any disclosure of Company's financial information to a third party who requests its disclosure, City will notify the party requesting disclosure of Company's desire to protect the confidentiality of that information, and promptly notify Company so that it will be afforded an opportunity to oppose the disclosure.

d. The City's acceptance of quarterly Franchise Fee payments shall not be construed as a waiver, release, accord or satisfaction of any claim that the City might have related to the Company's obligation for those payments or be construed as an agreement that the amount of any such payment is correct.

e. The City acknowledges that, on the Company's bills to its Customers, the Company separately may identify and subsequently pass through the Franchise Fee and other government-imposed taxes, taxes, fees, or surcharges payable and collected from them in connection with the its provision of services.

f. Other Reports. In addition to other records contemplated in this Section, the Company agrees to furnish the City an annual financial statement on or before April 1<sup>st</sup> of each year, or at any time upon request of the City after thirty (30) days written notice. Such statement shall show Gross Revenues received by the Company from its operations within the City for the previous year. Moreover, upon request by the City and upon sixty (60) days written notice, the Company shall furnish the City an annual certified audit report showing Gross Revenues received by the Company from its operations within the City for the previous year.

#### **7. Service to Customers.**

During the term of this Agreement, the Company will comply with all regulations of the Alabama Public Service Commission or any other applicable regulatory agency that relate to service standards for its Customers.

#### **8. Complimentary Public Service Pathway.**

When requested by the City, the Company agrees to furnish and maintain, at no cost to the City, two (2) fiber strands along the entire backbone of the System (whether installed aerially or underground) that the City may use for non-commercial purposes (the "Public Service Pathway"). The Public Service Pathway shall be installed by the Company in a manner that will permit non-commercial uses customarily associated with municipal communications networks including, but not limited to, the transmission of point-to-point communications between municipal, schools and other publicly-owned buildings in the City; provided that: (i) such Public Service Pathway shall be located within the Company's planned deployment routes; (ii) the City may not sell, assign, or otherwise transfer its Public Service Pathway without first obtaining the

Company's prior written consent; and (iii) the City shall be responsible for any damages resulting from its use of the Public Service Pathway that are caused by the negligent, willful or wanton acts of the City, its employees or any other person acting under its direction or control. The City agrees that the Company shall manage the interconnection of all Public Service Pathway laterals (including all access and egress points) to the Company's backbone fiber, and all costs associated with such interconnection shall be borne exclusively by the City.

**9. Insurance/Indemnification/Performance Bond.**

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

Workers' Compensation	As Required by Statute
Commercial General Liability	(a) \$1,000,000 combined single limit for bodily injury, including death to one or more persons and property damage per occurrence;  (b) \$2,000,000 policy aggregate for injury or death per single accident or occurrence.
Auto Liability, including coverage on all owned, non-owned & rented vehicles	(a) \$1,000,000 for bodily injury, including death to one or more persons and property damage per occurrence.

The Commercial General Liability insurance must include coverage for all of the following: comprehensive form, premises, complete operations and contractual coverage for the indemnification of the City and other contractual obligations herein. The Company may use umbrella or excess liability insurance to achieve the required coverage for Commercial General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the Effective Date of this Agreement, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this Section. The certificate(s) shall indicate that the City, and its agents, employees and officials, have been named as an additional insured on the Commercial General Liability, Automobile Liability, and any applicable umbrella and excess policies, with respect to all matters arising out of the Company operations contemplated by this Agreement. Thereafter, upon request of the City, Company shall furnish a current certificate(s) of insurance evidencing such coverage. Should

any of the policies required herein be cancelled before the expiration date thereof for any reason except in the case of non-payment of premium, the insurer affording coverage will endeavor to mail 30 days written notice of that cancellation to the City, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents, or representatives, or the issuer of this certificate.

The provision of the insurance required in this Section and the recovery of insurance proceeds hereunder by the City shall not limit the liability of the Company (if any) under other provisions of this Agreement.

b. Indemnification. The Company agrees to defend, indemnify and hold the City, and its agents, employees and officials, harmless from all suits, claims for damages (including personal injury or death and property damage), judgments, losses, expenses (including but not limited to reasonable attorneys' fees, court costs and other litigation costs) and liabilities (hereinafter collectively "City Claims") which may arise, whether in whole or in part, out of or in connection with the installation, operation or maintenance of the System or Equipment or the Company's failure to perform any of its obligations under this Agreement. The City agrees to furnish Company written notice of any City Claims asserted against it and any request that the Company indemnify City (or its representatives) pursuant to this Section. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the City for City Claims resulting from the negligent or willful acts of the City (or its representatives), or from the actions by a person or entity other than the Company in connection with the City's use of the Public Service Pathway provided herein.

c. Performance Bond. Prior to the Effective Date, the Company will provide a Performance Bond in the amount of not less than Ninety Thousand Dollars (\$90,000.00) in favor of the City to secure the performance by the Company of its obligations under this Agreement. This Bond shall be issued by a surety that is qualified to do business in Alabama and reasonably satisfactory to the City.

#### **10. Disputes/Enforcement/Default/Termination.**

(a) Dispute Resolution. The Designated Representatives (as defined in Section 11) of the Parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform one's respective obligations under this Agreement (hereinafter a "Dispute"). If the Designated Representatives are unable to amicably resolve a Dispute, the matter will be escalated to the senior manager/official level of each Party for consideration. If the Dispute cannot be resolved at the senior official level, either Party may request that the Dispute be mediated; if the Parties agree to mediate, each Party will bear its own costs of mediation, including attorneys' fees. However, if the Parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court located in Jefferson County, Alabama.

(b) Breach/Notice of Breach. In the event the Company fails to comply with any of its material obligations under this Agreement (hereinafter a "Breach"), the City shall notify the Company in writing of the nature of the alleged noncompliance. The occurrences that would

constitute a material Breach by the Company, and may result in early termination of this Agreement and revocation of the Franchise granted herein, include the following:

- (1) Failure to make any payments to the City as required in this Agreement;
- (2) Failure to maintain the insurance policies and coverages that are required hereunder;
- (3) Failure to provide or furnish the City any information required under this Agreement;
- (4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to public health or safety;
- (5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all of, or any material part of, the System or the assets of the Company;
- (6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the Equipment; or
- (7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

The Company shall not be deemed to have defaulted this Agreement or be in noncompliance with its provisions, nor suffer any enforcement or penalty relating thereto, where such

noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other force majeure events or circumstances reasonably considered to be beyond the ability of the Company to control; provided that the Company's justification for nonperformance only shall remain in effect as long as the condition causing that event or circumstance remains in existence, and the Company is obligated to recommence its performance hereunder when upon the expiration of that condition.

(c) Company's Right to Cure Breach or Respond. The Company shall have thirty (30) days from receipt of the notice of a Breach, as provided in subpart (b) above: (1) to respond to the City by contesting the assertion of noncompliance; (2) to cure such breach; or (3) in the event that, by the nature of the Breach, it cannot be cured within the 30-day period for reasons beyond the reasonable control of the Company, to initiate reasonable steps to remedy such Breach and to notify the City of the steps being taken and the projected date that they will be completed.

(d) Remedies. In the event that the Company fails to respond to the notice of Breach described in subpart (b), it contests the assertion of noncompliance pursuant to the procedures set forth in subpart (b), or it does not remedy the subject Breach within 30 days or by the date projected in subpart (b) above, the City may pursue any or all of the following remedies:

1. Seek specific performance of any provision which reasonably lends itself to such a remedy;
2. Make a claim against any surety with respect to the Performance Bond which may be required to be posted;
3. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;
4. Seek any other available remedy permitted by law or in equity;  
or
5. Take any other action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

(e) Revocation of Franchise/Public Hearing. In addition to the remedies stated above, the City may schedule a public hearing to investigate the Breach and consider whether to terminate this Agreement and revoke the Franchise. The City shall notify the Company in writing of the time and place of such hearing. Such public hearing may be held at the next regularly scheduled meeting of the City's governing body, or at such other time and place which is scheduled not less than five (5) business days from the City's notice of hearing. At that hearing the City shall give the Company an opportunity to state its position concerning the Breach and otherwise be heard, after which its governing body shall determine whether or not this Agreement shall be terminated and the Franchise be revoked. In that event, the City may terminate the Agreement and the revoke the Franchise effective ten (10) days following the determination by its governing body to terminate this Agreement, with written notice to be provided by the City to the Company immediately following such determination by the governing body of the City if the City

Council's revocation determination is not announced in public at the revocation hearing at which a Company representative attends.

(f) Nothing herein shall preclude the Company from petitioning the Circuit Court of Jefferson County, Alabama, to challenge a determination by the governing body of the City to terminate this Agreement and revoke the Franchise. Such challenge must be taken within thirty (30) days of the issuance of that determination.

(g) Obligations of Company on Expiration or Early Termination of Agreement. Upon the expiration or early termination of this Agreement for any reason, the City may request in writing that the Company, at its own expense and within a reasonable amount of time following that request, remove from the ROW any Equipment that the Company placed thereon to provide its Services and restore the surrounding property to the condition that existed prior to its installation. Any Equipment not removed by the Company following that request may be left in place by the Company and will be deemed abandoned. Further, although the respective obligations of the Parties concerning further use of the ROW will cease upon the expiration or early termination of this Agreement, the Company's obligations to pay Franchise Fees, to permit the City to perform audits, to furnish information to the City required hereunder, to indemnify the City, and to provide insurance with respect to events occurring before the termination shall survive and remain in effect for a period of two (2) years following the expiration or effective date of early termination.

**11. Designated Representatives/Notices.**

The Parties hereby appoint their respective representatives below to coordinate with the other on all matters pertinent to the administration of this Agreement (the "Designated Representative(s)").

Designated Representative(s) of the City:  
City of Mountain Brook, Alabama  
ATTENTION: City Manager  
56 Church Street  
Mountain Brook, AL 35213

Designated Representative(s) of the Company:

Mailing Address:  
Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
(724) 416-2000

Legal Notice:  
Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attn: General Counsel  
(724) 416-2000

Billing & Administrative Issues:  
Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317-8564  
Attn: Small Cell Contracts Administration  
(724) 416-2000

Each Designated Representative also shall have the authority to act on behalf of its respective Party to transmit instructions and receive information. Either Party may substitute a

Designated Representative other than the person named above upon provision of written notice to the other.

Any notice required hereunder shall be in writing and shall be deemed to have been sufficiently given when sent to the Designated Representative for the other Party by any of the following means: (a) mail by United States registered or certified mail, return receipt requested, (b) delivery by overnight courier with receipt verification to the address set forth herein, or (c) personal delivery of such notice to the Party to be in receipt thereof. Either Party may from time to time designate any other address for this purpose by written notice to the other.

**12. Miscellaneous.**

a. Amendment. This Agreement may be amended or modified only by a written instrument that is executed by duly authorized representatives of both Parties.

b. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the meanings and provisions of this Agreement.

c. No Presumption against Drafter. The Parties acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

d. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between them, whether oral or written, regarding the subject matter hereof.

e. No Waiver. The failure of either Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a subsequent waiver of the right to compel enforcement of that or any other term, condition or provision. The respective rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

f. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, officials, offices, directors, shareholders, agents, employees, attorneys, successors and assigns. and any parent, subsidiary or affiliated corporation or entity, as applicable.

g. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

h. Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Alabama.

i. Assignment. The Company's interest in this Agreement and the Franchise shall not be assigned, sold, transferred, or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, a request by the Company for consent to the transfer of the rights and obligations of the Company to a parent, subsidiary, or other affiliate of the Company or to any successor in interest or entity acquiring fifty-one percent (51%) or more of the Company's stock or assets (a "Transfer(s)") shall be processed in the following manner. Along with its request for a Transfer, the Company shall provide the City's City Manager information reasonably demonstrating each of the following criteria (collectively the "Transfer Criteria"): (i) the transferee will have a financial strength after the proposed transfer at least equal to that of the Company immediately prior to the transfer; (ii) any such transferee assumes all of the Company's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with the Company's management team, in the provision of telecommunications or similar services, evidences an ability to operate the System and comply with the Company's obligations hereunder. The Company shall give at least thirty (30) days' prior written notice (the "Transfer Notice") to the City of any such proposed Transfer and shall set forth with specificity in such Transfer Notice the reasons why the Company believes the Transfer Criteria have been satisfied. The City Manager shall be provided a reasonable period (the "Transfer Evaluation Period") from the date that the Company gives the City its Exempted Transfer Notice to object or consent in writing to the Transfer or the adequacy of the evidence regarding therein. In the event that the City Manager does not object to the Transfer within sixty (60) days following notice, consent to the Transfer shall be deemed given by the City. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the Company's request for transfer.

j. Independent Contractors. The City and the Company are independent contractors. The Company exclusively controls the methods and means by which it conducts its operations. Further, neither this Agreement nor any provision herein is intended make either Party the agent, fiduciary or partner of the other or grant either Party any authority to bind the other to any obligation with a third party.

k. Other Representations. The Company and the City each represent to the other it has the requisite power and authority to enter into this Agreement, each has secured all necessary board, corporate or other required approval to enter this Agreement, and one's undersigned representative is authorized to execute below on behalf of its respective organization.

m. Cooperation. The Company and the City shall cooperate fully with one another to execute any and all other documents and take whatever any additional actions (including, without limitation, the processing of permits) that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

n. No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement.

o. Attorneys' Fees. If: (i) either Party breaches its obligations to the other hereunder; (ii) the non-defaulting Party should employ attorneys or incur other expenses in any legal action regarding such breach of this Agreement; and (iii) the non-defaulting Party secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the defaulting Party; the losing Party in that proceeding shall pay the prevailing Party its reasonable attorneys' fees and other reasonable expenses that are incurred in that breach-of-contract action.

p. Severability. If any provision, part, section or subdivision of this Agreement shall be held invalid, illegal, unconstitutional or unenforceable for any reason, such holding shall not be construed to invalidate or impair its remaining provisions, which shall continue in full force and effect notwithstanding such holding.

q. Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EACH PARTY AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER ARISING FROM AN ALLEGED BREACH OF THIS AGREEMENT OR A FAILURE TO PERFORM ANY OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT MAY BE RECOVERED AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE AGGRIEVED PARTY'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BREACH. EACH PARTY AGREES AND ACKNOWLEDGES THAT THE TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT NEITHER PARTY WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

r. Licensing/Laws. Before commencing any operations contemplated hereunder, the Company, at its own expense, shall obtain all applicable licenses, permits or other governmental authorizations needed to construct the System, to provide its Services and to perform its operations, including without limitation, any business license issued by applicable governing authorities ("Licensing"). The Company agrees to maintain that Licensing throughout the performance of this Agreement.

s. Immigration Act. The Company represents and warrants that: (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, (b) it (i) shall participate in the E-Verify program as required under the terms of the Act, (ii) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program, (iii) it shall not hire, retain or contract with any contractor that it knows is not in

compliance with the Act, and (iv) if it is found to be in violation of this provision, the Company shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

**CROWN CASTLE NG EAST LLC**

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

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

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

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

**CITY OF MOUNTAIN BROOK, ALABAMA**

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

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

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

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