

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

MARCH 14, 2016, 7:00 P.M.

1. Approval of the minutes of the February 22, 2016 regular meeting of the City Council
2. Consideration: Resolution recommending to the ABC Board the issuance of an 050 – Retail Beer (Off Premises Only) and an 070 – Retail Table Wine (Off Premises Only) licenses to Crestline Piggly Wiggly, LLC.
3. Consideration: Resolution authorizing the installation of a street light at 2817 Shook Hill Road across from the entrance to the Lockerbie subdivision.
4. Consideration: Resolution authorizing the execution of a memorandum of understanding between the City and Jefferson County with respect to [future] storm debris removal.
5. Consideration: Resolution authorizing the execution of the Jefferson County hazard mitigation plan.
6. Consideration: Resolution authorizing the execution of a contract to demolish the house located at 2324 Cahaba Road.
7. Consideration: Resolution expressing the City Council’s opposition to HB375 and companion SB335 which prohibit a governing body of a municipality from entering into a contract with a private auditing or collecting firm as such legislation will most likely adversely affect all Alabama cities’ ability to effectively and efficiently administer its tax, license, and permit ordinances and regulations.
8. Announcement: The next regular meeting of the City Council is March 28, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Comments from residents.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 22, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:30 p.m. on Monday, the 22nd day of February, 2016. 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 Whit Colvin, City Manager Sam Gaston, and City Clerk Steven Boone.

1. AGENDA

1. Overtime grant for Police Department, Chief Cook — Resolution No. 2015-025 was added to the formal meeting agenda.
2. Memorandum of Understanding with Jefferson County for [pre-incident] storm debris removal, Ronnie Vaughn — this matter will be considered again at the next [March 14, 2016] meeting of the City Council (Appendix 1).
3. Review of matters to be considered at the 7:00 p.m. (official) meeting. The consensus of the members present was that the resolutions appeared to be in order and routine in nature and will be considered at one time on the consent agenda.

2. EXECUTIVE SESSION

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
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 upon conclusion of the executive session at approximately 7 p.m. in the Council Chamber.

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 February 22, 2016, 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.

City Clerk

President Pro-Tempore Pritchard. The minutes, resolutions, and proclamation were then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing minutes, resolutions, and proclamation. 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, and resolutions (Nos. 2016-019 through 2016-022, 2016-024, and 2016-025) and proclamation (No. 2016-023) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. PRESENTATIONS

Resolution nos. 2015-019 through 2015-021 and Proclamation (2016-023) were read aloud by Mayor Oden and presented to Judge Pete Johnson, [retiring] Chief Robert Ezekiel, [in-coming] Chief Chris Mullins, and Bill Warren of the Tree Commission, respectively.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, March 14, 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) for more information.

4. ADJOURNMENT

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

5. 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 February 22, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

City Clerk

RESOLUTION NO. 2016-019

WHEREAS, Orson L. ("Pete") Johnson has served the residents of the City of Mountain Brook, Alabama with distinction as municipal court judge since August 21, 2008; and

WHEREAS, Judge Johnson rendered fair and impartial judicial decisions balancing public safety needs and concerns with upholding the rule of law while also taking into consideration the socio-economic and other factors affecting the defendants' cases heard; and

WHEREAS, Judge Johnson made himself readily available to law enforcement and court officials twenty-four hours daily to facilitate and expedite law enforcement efforts; and

RESOLUTION NO. 2016-026

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 050 – Retail Beer (Off Premises Only) License and a 070 – Retail Table Wine (Off Premises Only) License to Crestline Piggly Wiggly, LLC (trade name Crestline Piggly Wiggly) located at 41 Church Street, Mountain Brook, AL 35213.

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

ADOPTED: This 14th day of March, 2016.

Council President

APPROVED: This 14th day of March, 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 March 14, 2016, as same appears in the minutes of record of said meeting.

City Clerk



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160229113653276

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **AJLOUNY INVESTMENTS LLC 205-531-7415**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **YES**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **26500** Display Square Footage:
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **MULTI STORY** License covers: **ENTIRE STRUCTURE**
 Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160229113653276

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: BUY LO QUALITY FOODS INC, PIGGLY WIGGLY OF JEFFERSON CO INC AND NAB CITY MARKETS

Is the lessor involved in any way with the alcohol beverage business?: NASEEM AJLOUNY IS THE MEMBER OF AJLOUNY INVESTMENTS LLC AND CRESTLINE PIGGLY WIGGLY LLC



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20160229113653276

Initial each

Signature page

- NMA* In reference to law violations, I attest to the truthfulness of the responses given within the application.
- NWA* In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- NWA* In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- NWA* In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- NMA* The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
 The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- NMA* I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Naseem M. A. Slosner*

Signature of Applicant: *Naseem M. Slosner*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson*

Commission expires: *4/22/18*

Application Taken: App. Inv. Completed: Forwarded to District Office:
 Submitted to Local Government: Received from Local Government:
 Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20160229113653276**
Application Payment Confirmation Number: **24130518**

Payment Summary	
Payment Item	Fee
Application Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
050 - RETAIL BEER (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	\$75.00	\$150.00	\$225.00
Total Amount to be Charged	\$150.00	\$300.00	\$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: JEFFERSON
Business Type: LLC
Trade Name: **CRESTLINE PIGGLY WIGGLY**
Applicant Name: **CRESTLINE PIGGLY WIGGLY LLC**
Location Address: 41 CHURCH STREET
MOUNTAIN BROOK, AL 35213
Mailing Address: 3349 INDEPENDENCE DR; SUITE 100
BIRMINGHAM, AL 35209

Contact Person: NASEEM AJLOUNY
Contact Home Phone: 205-531-7415
Contact Business Phone: 205-879-8080
Contact Fax:
Contact Cell Phone: 205-531-7415
Contact Email Address:
Contact Web Address:



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

March 15, 2016

Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209

Facsimile: (205) 942-2101

Gentlemen:

Attached is a copy of a resolution passed at the March 14, 2016, City Council meeting recommending the issuance of a 020 – Restaurant Retail Liquor license to:

Crestline Piggly Wiggly, LLC
(Trade name Crestline Piggly Wiggly)
41 Church Street
Mountain Brook, AL 35213

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

Sincerely,

Steven Boone
City Clerk

Enclosure

c: Naseem Ajlouny
c/o kari@brucedownscpa.com

RESOLUTION NO. 2016-027

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

1. That the Alabama Power Company be requested to install one (1) 150 W HPS Cobra street light with 20 foot arm are on an existing pole on Overton Road across street from Lockerbie subdivision.
2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

ADOPTED: This 14th day of March, 2015.

Council President

APPROVED: This 14th day of March, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 14, 2016, as same appears in the minutes or record of said meeting.

City Clerk

Street Lighting Modifications



Alabama Power Company

Gentlemen:

This to advise that CITY Council City of Mountain Brook, Alabama
 Commission of _____, Alabama
 on the 14th day of March 2016, adopted resolutions which appear in the minutes of
 this meeting, authorizing the following street lighting modifications:

Fixture Ownership				Size Lamp (Lumens)	Location
Number of Fixtures Owned by Co.		Number of Fixtures Owned by Customer			
Install	Remove	Install	Remove		
1		X		150W	HPS Cobrahead on .20 foot arm on Overton Road across street from Lockerbie Subdivision (existing pole)

The requested modifications will change the present billing amounts as shown below:

- (a) Additions See attached \$ _____
- (b) Removals See attached \$ _____
- (c) Other _____ \$ _____
- (d) Net Change in Annual Billing \$ _____
- (e) Previous Annual Billing \$ _____
- (f) New Annual Billing \$ _____
- (g) New Monthly Billing \$ _____

For Company Use Only	
W. E. Number	<input type="checkbox"/> W. E. Not required
Est Order Number	Date

Alabama Power Company

Approved: _____
 Title: _____

Signed: _____
 By: Lawrence T. Oden
 Title: Mayor

Form 5-1-100 Rev. 1/15

4-11000

EXHIBIT A

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1715164
12149207

Map Center Lat/Lon: 31.466984
-86.754811

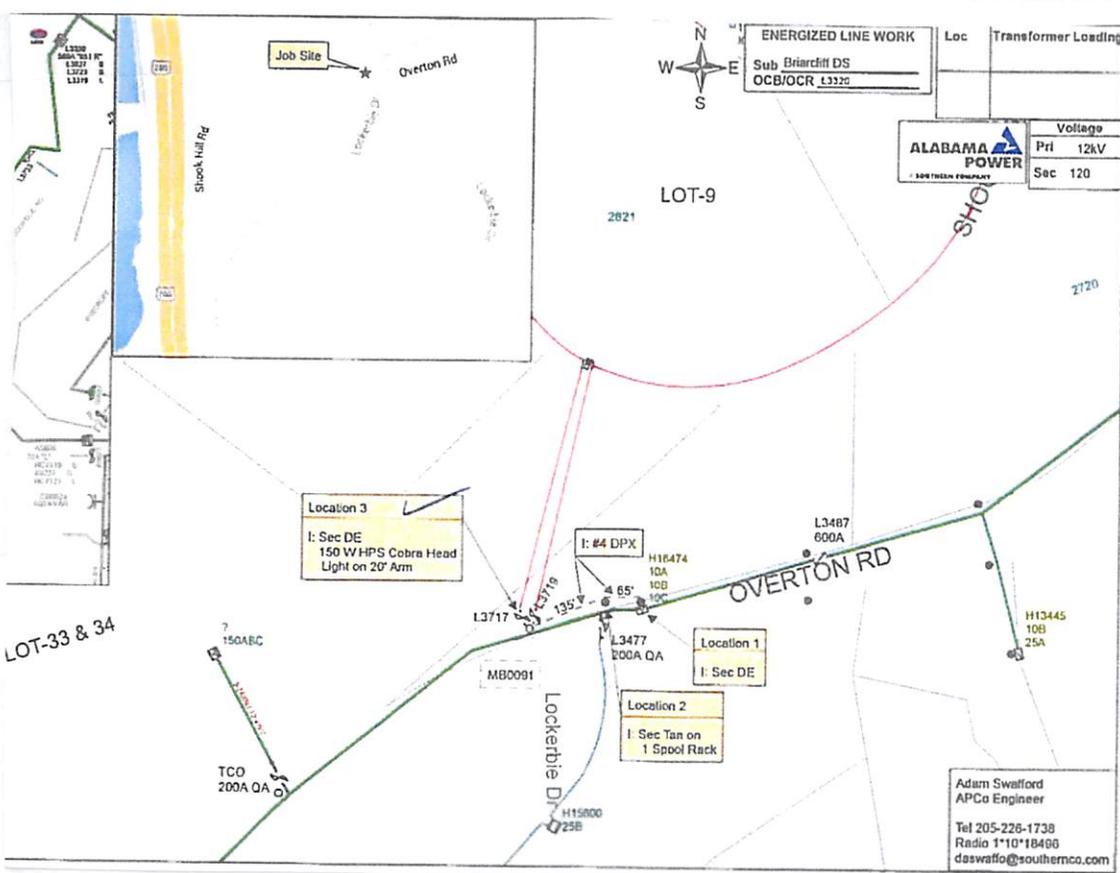
4-inch = 100-feet

Customer City of Min Brook	Location Overton Rd & Lockertie Dr	City Jefferson	Section 16	Range 02W	Estimate No. AG173-60-A516
Division PD Birmingham	District Metro South	UserID daswaflo	Created: 2/25/2016	Substation X-5246	MISSALL#
					Y-13487

SKETCH OF PROPOSED WORK -- SIMPLIFIED W. E.



Customer City of Mountain Brook	Location	Agreed Serv. Date	Estimate No.
Division	District	Town	Drawn by
County	Section	Township	Range
Acquisition Agent	Date RW Assigned	Date RW Cleared	Map Reference
			LOC
			Transformer Loading



Voltage	
Pri	Sec.
PHONE CO.	
Co. Name	
CATV CO.	
Co. Name	
ACCESSIBLE	
TREE CREW	
ROCK HOLE	
PERMITS REQ'D	
RW	
CITY	
COUNTY	
STATE	
MISSALL	
OTHER	
SCALE	
Pt. Per Inch	

EXHIBIT A

Creat. Completed By

Date



CITY OF MOUNTAIN BROOK

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

SAM S. GASTON
CITY MANAGER

March 8, 2016

Dear Resident:

The City of Mountain Brook has received a request to place a street light on Overton Road across from the entrance to Lockerbie Subdivision. This proposed street light will be mounted on an existing utility pole. (See attached map.)

The Mountain Brook City Council will consider this request at its March 14, 2016, meeting which will begin at 7:00 p.m. You are invited to attend this meeting to offer your comments. If you cannot attend this meeting but would like to voice your opinion, please contact me at 802-3803 or gastons@mtnbrook.org.

Sincerely,

Sam S. Gaston
City Manager

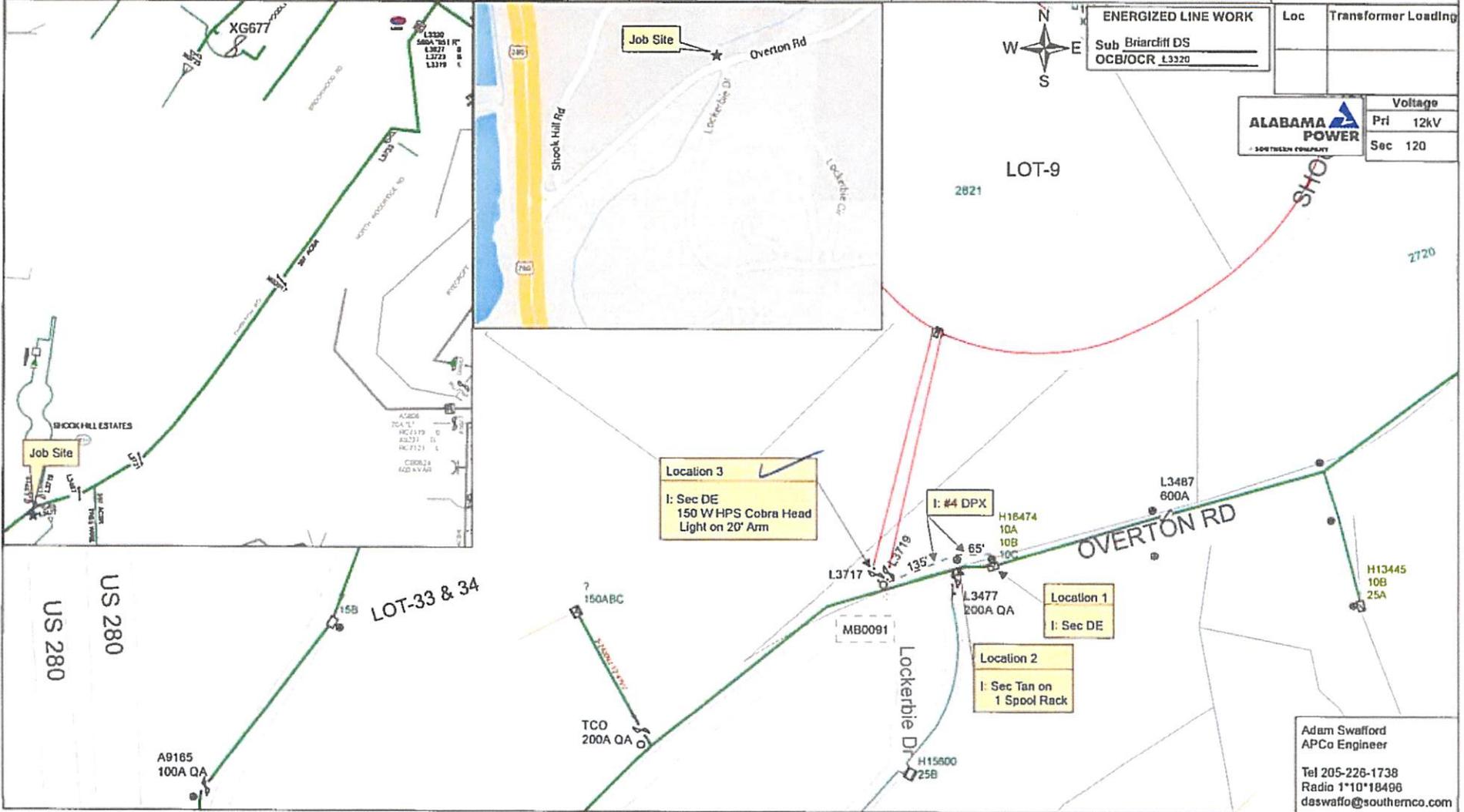
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1715164 12149207

Map Center LatLon:
33.466984 -86.754811

1 inch = 100 feet

Customer City of Min Brook	Location Overton Rd & Lockerbie Dr	Cmtd. Svc Date 4/30/2018	County Jefferson	Section 16	Township 18S	Range 02W	Add'l Info.	Estimate No. A6173-60-A516
Division PD Birmingham	District Metro South	Town Min Brook	UserID daswaffo	Created: 2/25/2016	Substation X- 5248 Y- L3487		MISSALL#	



Adam Swafford
APCo Engineer
Tel 205-226-1738
Radio 1*10*18496
daswaffo@southernco.com

RESOLUTION NO. 2016-028

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby authorizes the execution of the Memorandum of Understanding (MOU) Between the Jefferson County Commission and the City of Mountain Brook, Alabama Regarding Debris Removal and Monitoring Services, in the form as attached here to as Exhibit A.

ADOPTED: This 14th day of March, 2016.

Council President

APPROVED: This 14th day of March, 2016.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk for 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 March 14, 2016, as same appears in the minutes of record of said meeting.

City Clerk

JEFFERSON COUNTY COMMISSION



T. JOE KNIGHT
COMMISSIONER DISTRICT IV
Suite 220
716 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203
Telephone (205) 325-5070
FAX (205) 325-4881

February 8, 2016

RE: Jefferson County Debris MOU

Dear Mayor and Council:

During the last five years we have had several events that have had a profound effect on many of our communities. For those of us in public office, we deal with the event and then face the daunting task of clean-up. The purpose of this letter is to provide information about the clean-up process following a disastrous event and things we can do to facilitate a coordinated effort in the future. Although the clean-up is the responsibility of the local government, most cities or counties do not have the resources to respond to a substantial natural disaster.

The Federal Emergency Management Agency (FEMA) offers assistance to cities, counties, states and other entities through its Public Assistance (PA) grant program. FEMA has recently published the first edition of the "FEMA Public Assistance Program and Policy Guide" that can be found at <https://www.fema.gov/public-assistance-policy-and-guidance>. All disasters that occur after January 1, 2016 are governed under these rules and regulations. Under these guidelines, the local government is faced with removing the debris and monitoring the clean-up. This often requires two separate contracts as one company may not do both.

Generally, FEMA will absorb 75% of the cost of public clean-up if the total damages in the state and local area reach a certain threshold. If the threshold is not met, FEMA will not offer assistance through this program. The remaining 25% of the cost is borne by the state and the local governments. Typically, the state will pick up 10% of the tab and the local entities pay 15% although these percentages sometimes vary.

Under FEMA's pilot program, FEMA will pay an additional 2% of the cost if a pre-event debris removal contract is in place. FEMA may also pay an additional percentage of the cost if the clean-up is completed within a certain timeframe.

FEMA does not provide money up front and thus, the local entity provides payment to its contractors, then seeks reimbursement through FEMA's PA program. Presently, FEMA is reviewing this program. Reimbursement is conditioned upon documented costs. There are many pitfalls that may result in FEMA discounting portions of a local government's claim and thus, proper documentation is an absolute must. Audits by FEMA are not uncommon.

The Alabama County Commission Association (ACCA) has prepared a state-wide plan under which counties can have a pre-qualified clean-up plan in place. By having pre-negotiated contracts in place for debris removal and monitoring, local governments are not faced with the burden, vexation and imponderables of having to bid these contracts in the midst of the trauma caused by a disastrous event. The local entities will know their costs in price per unit well before an event occurs. In addition, as outlined above, FEMA will pay an additional amount for having a pre-qualified contract in place.

The ACCA has divided the state into 7 regions. Jefferson County is in Region 6 along with St. Clair, Blount, Shelby, Talladega, Clay, Calhoun, Cleburne and Randolph. The bids for debris removal and monitoring have already been let for these regions. The debris removal contractor for our region is DRC Emergency Services, LLC from Mobile. (Exhibit A) The monitoring contractor is Thompson Consulting Services out of Lake Mary, Florida. Please find enclosed the prices for these services. (Exhibit B)

Any municipality in Jefferson County may employ these contractors without having to go through the bid process if the municipality has executed a Memorandum of Understanding (MOU) Agreement with Jefferson County. If the city and county do not have this MOU in place prior to an event, the city is not allowed to utilize the county's contract. The municipalities are not obligated to use the pre-negotiated contract and may bid their own contracts for removal and monitoring.

Please find enclosed the MOU (Exhibit C) that has been prepared by the ACCA for our region. These MOUs are similar throughout the state and are recognized by FEMA. If your city wishes to participate in this agreement, please have your council adopt this MOU and return a copy to my office as soon as possible by mail, hand delivery or electronically to:

Zach Brooks, Administrative Assistant
Commissioner Joe Knight
Suite 220 Courthouse
716 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

Email: Brooksz@jccal.org

Facsimile: (205) 325-4881

Hopefully, this information has been helpful. We certainly hope we never have to deal with this situation again, however, our history does not lend great confidence to that premise. If you have any questions, please let us know.

Best regards,



T. Joe Knight, Commissioner
Vice-Chair, Jefferson Co. EMA

TJK/vd
Enclosures: Exhibits A-E

Exhibit

A

BID SUBMITTAL FORM
Debris Removal Services Bid - Region 6

Company Name: DRC Emergency Services, LLC

Address: P.O.Box 82319, Mobile, Alabama 36608

Bid Submitted by: Marc Watkins
 (Name of company representative)

Title: Vice President of Estimating e-mail address: Mwatkins@drcusa.com

Phone: 251-343-3581 Fax: 251-343-5554

BID PRICING					
Alabama County Joint Bid Program					
Disaster Debris Removal Bid for Region <u>6</u>					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.		Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)	Cubic Yard	\$6.86	\$6.86
	N/A	Haul Range - 0 to 15 miles		\$7.36	\$7.36
	N/A	Haul Range - 16 to 30 miles		\$8.11	\$8.11
	N/A	Haul Range - 31 to 60 miles		\$8.91	\$8.91
	N/A	Haul Range - Greater than 60 miles			
002.		Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)	Ton	\$56.92	\$56.92
	N/A	Haul Range - 0 to 15 miles		\$58.92	\$58.92
	N/A	Haul Range - 16 to 30 miles		\$61.92	\$61.92
	N/A	Haul Range - 31 to 60 miles		\$64.92	\$64.92
	N/A	Haul Range - Greater than 60 miles			
003.	N/A	Air Curtain Burning Vegetative Debris At Debris management site (Including cost of Ash Removal & Disposal)	Cubic Yard	\$3.60	\$3.60
004.	N/A	Chipping or Grinding Debris at Debris management site (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$6.95	\$6.95
005.	N/A	Stump Extraction (see note no. 2) Diameter - larger than 24" to 36"	Each	\$150.00	\$150.00

	N/A N/A	Diameter – larger than 36" to 48" Diameter – larger than 48"	Stump	\$200.00 \$250.00	\$200.00 \$250.00
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard	\$15.00	\$15.00
007.	N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6" – 12" diameter 13" – 24" diameter 25" – 36" diameter 37" – 48" diameter 49" diameter and up	Each Tree	\$30.00 \$95.00 \$170.00 \$260.00 \$340.00	\$30.00 \$95.00 \$170.00 \$260.00 \$340.00
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal	Each Tree	\$70.00	\$70.00
009.	N/A	Freon Recovery and Recycling	Each Unit	\$25.00	\$25.00
010.	N/A	Pick up and Disposal of "White Goods"	Each Unit	\$25.00	\$25.00
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound	\$1.00	\$1.00
012.	N/A	Electronic Waste	Each Unit	\$35.00	\$35.00
013.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	\$4.95	\$4.95
014.	N/A	Waterway Debris Removal	Per Cubic Yard	\$28.50	\$28.50
015.	N/A	Sand and Silt Removal	Per Cubic Yard	\$9.00	\$9.00
016.	N/A	Vehicle Removal	Each	\$195.00	\$195.00
017.	N/A	Vessel Removal (Land)	Linear Foot	\$25.00	\$25.00
018.	N/A	Vessel Removal (Marine)	Linear Foot	\$50.00	\$50.00
019.	N/A	Biowaste Removal	Pound	\$7.95	\$7.95

lot No. 1: Haul distances shall be calculated using a straight line distance from the loading area to the nearest approved reduction site or landfill.

lot No. 2: Stump/tree diameter measured 2 feet up from ground line.

lot No. 3: Flush cutting is defined as level to the ground line.

lot No. 4: Tree diameter measured 4.5 feet up from ground line.

Exhibit

B

BID SUBMITTAL FORM
Monitoring Services Bid – Region 6

Company Name: Thompson Consulting Services

Address: 1135 Townpark Avenue, Suite 2101

Lake Mary, Florida 32746

Bid Submitted by: Nate Counsell
 (Name of company representative)

Title: Vice President e-mail address: ncounsell@thompsoncs.net

Phone: 407-792-0018 Fax: 407-878-7858

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring	\$ 34.00	\$ 34.00
002.	Field Debris Monitoring	\$ 35.00	\$ 35.00
003.	Project Manager	\$ 45.00	\$ 45.00
004.	Clerical Staff	\$ 15.00	\$ 15.00
005.	Clerical Supervisor	\$ 20.00	\$ 20.00

Exhibit C

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE JEFFERSON COUNTY COMMISSION
AND THE CITY OF MOUNTAIN BROOK
REGARDING DEBRIS REMOVAL AND MONITORING
SERVICES**

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions; and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal; and

WHEREAS, the Invitation to Bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of Mountain Brook is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Mountain Brook City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of Mountain Brook, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of Mountain Brook, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Mountain Brook City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide those services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of Mountain Brook shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (d) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipalities jurisdictional limits.

14. That this agreement only applies in the event the county has activated the regional county contract for debris removal and/or monitoring services and that the county shall not be obligated to provide debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality except as specifically provided herein.

15. That, except as provided in paragraph 11, this memorandum of understanding shall be in full force and effect from ^{March 14,} 2016 until December 31, 2016, but may be renewed upon mutual consent of both parties approved in writing by both parties no later than December 1, 2016.

Executed on this the 14th day of March, 2016.

James A. (Jimmie) Stephens, President

Jefferson County Commission

Lawrence T. Oden, Mayor

City of Mountain Brook

Exhibit D

REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal contract for Region 6 to DRC Emergency Services LLC as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services LLC, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services LLC agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and DRC Emergency Services LLC, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

- regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the municipality;
5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
 6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
 7. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
 8. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
 9. Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 6 upon receipt of a Notice to Proceed from the activating county.
 10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
 11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
 12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
 13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
 14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
 15. Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
 16. Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180 day time frame for completion of the project whenever providing services to a county in Region 6 pursuant to a Notice to Proceed;
 17. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

18. Both parties agree that the activating county may limit the scope or type of debris to be removed by the contractor and that the debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county.
19. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
20. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
21. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

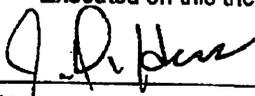
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or

reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

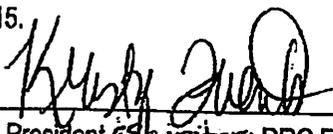
This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 8th day of October, 2015.



J.D. Hess, Chairperson
Calhoun County Commission



Vice President Secretary, DRC Emergency
Kristy Fuentes

Exhibit

E

REGION 6 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal monitoring services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Thompson Consulting Services as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Thompson Consulting Services, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and Thompson Consulting Services, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

- regulations, whereby the county agrees to assume responsibility for debris removal monitoring services on behalf of the municipality;
5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6;
 6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
 7. Contractor agrees that once the contract is activated, the Contractor shall provide the services set out in the Bid Specifications to the extent necessary to meet the needs of the county.
 8. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
 9. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
 10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
 11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
 12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county;
 13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
 14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
 15. Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
 16. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
 17. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal,

state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;

18. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
19. Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

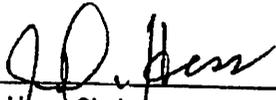
This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default,

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

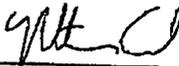
This contract is binding upon and inures to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 8th day of October, 2015.



J.D. Hess, Chairperson
Calhoun County Commission



Vice President, Thompson Consulting Services
Nate Counsell

2016-029

Approval Received for 2014 HMP Update

Good morning all,

There is good news to report! **On February 1, 2016, the Jefferson County 2014 Multi-Jurisdictional Hazard Mitigation Plan Update was approved by FEMA.** Thanks to all of you for your outstanding work! The plan approval runs through January 31, 2021.

Attached you will find a copy of the FEMA Plan Assessment which outlines plan strengths, opportunities for improvement, and links to additional resources. This is a wonderful tool for us to have, and a starting point for discussions in our Hazard Mitigation Planning Committee (HMPC) meetings and in your jurisdictions. During this five year plan period, we are committed to having scheduled HMPC meetings to discuss hazard mitigation educational opportunities, funding sources, projects and strategies, so please review the comments in the Plan Assessment and write down your questions/comments for future discussion.

Important reminder: in order for a jurisdiction to be eligible for funding under the Hazard Mitigation Assistance Program, you must formally adopt the FEMA-approved Hazard Mitigation Plan by resolution of your governing body, then **send a copy of the resolution to me** to forward to AEMA and FEMA. To date, I have received a copy of the adoption resolution from the following jurisdictions: Adamsville, Bessemer, Center Point, Gardendale, Graysville, Kimberly, Leeds, Pinson, Pleasant Grove, Sylvan Springs, Tarrant, and West Jefferson. I need all other resolutions as soon as possible. Attached is a copy of a sample resolution to adapt and use, as needed. You may mail or scan and email a copy of your signed and dated resolution to me .

Thank you again for your contribution to this multi-jurisdictional plan, and congratulations on a job well done. I look forward to our work in implementing this plan.

Annette Davis

Emergency Management Officer
Jefferson County Emergency Management Agency
709 19th Street North
Birmingham, AL 35203
205-254-2039
davisa@jccal.org

RESOLUTION NO. 2016-029

**A RESOLUTION OF THE CITY OF MOUNTAIN BROOK, ALABAMA ADOPTING
THE 2014 JEFFERSON COUNTY MULTI-HAZARD MITIGATION PLAN**

WHEREAS, the (local governing body) recognizes the threat that natural hazards pose to people and property within the City of Mountain Brook; and

WHEREAS, the City of Mountain Brook has participated in the development of a multi-jurisdictional hazard mitigation plan, hereby known as the 2014 Jefferson County Multi-Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2014 Jefferson County Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Mountain Brook from impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council of the City of Mountain Brook demonstrates our commitment to hazard mitigation and to achieving the goals outlined in the 2014 Jefferson County Multi-Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, that the 2014 Jefferson County Multi-Hazard Mitigation Plan is adopted.

ADOPTED: This 14th day of March, 2016.

Council President

APPROVED: This 14th day of March, 2016.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk for 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 March 14, 2016, as same appears in the minutes of record of said meeting.

City Clerk

SECTION 2: PLAN ASSESSMENT

INSTRUCTIONS: The purpose of the Plan Assessment is to offer the local community more comprehensive feedback to the community on the quality and utility of the plan in a narrative format. The audience for the Plan Assessment is not only the plan developer/local community planner, but also elected officials, local departments and agencies, and others involved in implementing the Local Mitigation Plan. The Plan Assessment must be completed by FEMA. The Assessment is an opportunity for FEMA to provide feedback and information to the community on: 1) suggested improvements to the Plan; 2) specific sections in the Plan where the community has gone above and beyond minimum requirements; 3) recommendations for plan implementation; and 4) ongoing partnership(s) and information on other FEMA programs, specifically RiskMAP and Hazard Mitigation Assistance programs. The Plan Assessment is divided into two sections:

1. Plan Strengths and Opportunities for Improvement
2. Resources for Implementing Your Approved Plan

Plan Strengths and Opportunities for Improvement is organized according to the plan Elements listed in the Regulation Checklist. Each Element includes a series of italicized bulleted items that are suggested topics for consideration while evaluating plans, but it is not intended to be a comprehensive list. FEMA Mitigation Planners are not required to answer each bullet item, and should use them as a guide to paraphrase their own written assessment (2-3 sentences) of each Element.

The Plan Assessment must not reiterate the required revisions from the Regulation Checklist or be regulatory in nature, and should be open-ended and to provide the community with suggestions for improvements or recommended revisions. The recommended revisions are suggestions for improvement and are not required to be made for the Plan to meet Federal regulatory requirements. The italicized text should be deleted once FEMA has added comments regarding strengths of the plan and potential improvements for future plan revisions. It is recommended that the Plan Assessment be a short synopsis of the overall strengths and weaknesses of the Plan (no longer than two pages), rather than a complete recap section by section.

Resources for Implementing Your Approved Plan provides a place for FEMA to offer information, data sources and general suggestions on the overall plan implementation and maintenance process. Information on other possible sources of assistance including, but not limited to, existing publications, grant funding or training opportunities, can be provided. States may add state and local resources, if available.

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Strengths:

The Hazard Mitigation Planning Committee and the Jefferson County EMA lead the county in a very robust planning process with strong participation from the local jurisdictions. The EMA staff worked closely with the municipalities to provide training and education in hazard mitigation concepts and has committed to continue this process in semi-annual meetings. The EMA staff also made good use of existing meetings, such as Mayors' Breakfasts, Boy Scout Council meetings, safety/emergency preparedness training events and even EOC activations to engage local officials, first responders, Red Cross volunteers, and other stakeholders interested in community safety. A mitigation presentation was made at a USGS flood gauge meeting, connecting this important work with local mitigation needs. The Planning Committee worked with surrounding counties by attending the Shelby County HMPC early in the process and holding a review meeting for all of the surrounding county EMAs near the end of the process.

Many jurisdictions documented the formation of Hazard Mitigation Sub-Committees or held community planning meetings with a good cross-section of city departments represented. The county planning process was well documented; and a number of individual jurisdictions, such as Birmingham, Kimberly, Morris and Warrior, documented their internal planning process. This documentation not only informs the public about the overall approach to the plan's development, but also serves as a permanent record of who was involved and how decisions were made. This will assist future incoming staff and elected officials in understanding and continuing the plan update process. In hazard mitigation, the actual process of planning is as important as the plan itself, and that active participation in this plan update by the local officials, staff, and stakeholders who will be implementing mitigation actions is extremely valuable in developing a mitigation strategy that is realistic and effective.

Considerable effort was made to encourage citizen participation through survey distribution and presentations to VOAD groups, neighborhood groups, senior groups, real estate associations, the Center Point Chamber of Commerce, and a number of town hall meetings. Birmingham documented All-Hazards Week events, and Adamsville held a Severe Weather preparedness event attended by 110 people. Birmingham also engaged the Village Creek Human and Environmental Justice Society as a stakeholder that integrates flood mitigation planning with recreation and community service. A number of jurisdictions used innovative ways to notify the public: Morris worked with a local church and pharmacy to advertise the town meeting on their electronic build board. Vestavia Hills publicized the survey by emailing subscribers of their emergency alert service and reported good results. Trussville was able to get a newspaper article publicizing their survey and community event on the front page of the Trussville Tribune. Sign-in sheets document that Fairfield, Gardendale, Graysville, Kimberly, and Morris were particularly successful in encouraging citizen attendance at their meetings. Public outreach is

valuable both to educate and build public support for mitigation efforts and to gather information about problem areas and issues of concern.

(Additional information can be found in the "Local Mitigation Plan Review Guide", Element Element A: Planning Process, dated October 1, 2011, Pages 14-17.. Also see the Local Mitigation Plan Handbook dated March 2013, Tasks 1, 2, and 3.)

Element B: Hazard Identification and Risk Assessment

Strengths:

Flood Analysis - The main plan identifies chronic flood-prone areas, and a number of jurisdictions discussed specific flood issues in their community in Appendix B. For example, Pinson noted that 6 businesses remained in their floodplain after mitigation buy outs, and Birmingham's comprehensive plan discusses the number of parcels in the floodplain that are privately owned with residential or commercial development. Birmingham also includes a map of the Village Creek floodplain. This type of information is valuable for demonstrating the need for continuing mitigation efforts.

Sinkhole Analysis – Sinkholes are relatively uncommon hazard and the plan did a good job using maps and illustrations to explain how Jefferson County's geology and history of mining have created a sinkhole hazard. A number of individual jurisdictions also indicated their concerns with sinkholes from mine subsidence and karst bedrock.

Hazard and Vulnerability Summaries - The tables on pages 5-74 through 5-83 provide a good summary by hazard using non-technical terminology. In addition, a number of communities, such as Graysville, Homewood, Leeds and Pinson, utilized the Community Capabilities Assessment to develop a good summary of their issues, vulnerabilities and needs. This type of local evaluation is a good example of an "overall summary of each jurisdiction's vulnerability" as discussed on page 20 of the Local Mitigation Plan Review Guide. The Local Mitigation Plan Review Guide states that an overall summary can be "a list of key issues or problem statements that clearly describes the community's greatest vulnerabilities and that will be addressed in the mitigation strategy". These jurisdictional summaries are an effective way to link the hazard and vulnerability assessment to the mitigation strategy, and should be encouraged for all jurisdictions. The information should then be used to refine and verify the risk assessment (including the community impact tables), as well as help guide the development of mitigation measures in each jurisdiction's Community Action Program.

Opportunities for improvement:

Format of plan - In light of the robust participation by government officials and staff, stakeholders, and citizens; the planning committee may wish to refine the plan's format be more user friendly for people wishing to read on implement the plan. The hazard descriptions and the hazard profiles can be combined, if desired, to streamline the hazard analysis section; and lengthy data tables can be placed in an appendix with only notable past events described in the main section. Electronic copies of the plan should be saved as PDFs rather than scanned to allow the plan to be searched for desired information. (The planning committee may also wish to submit the next update to FEMA as a saved and searchable PDF to speed up the next review process.) In addition, the plan can also be improved by inserting the hazard maps at a higher resolution for better readability. Due to its large scale, the countywide floodplain map is very difficult to read or use in determining where the flood hazard is at a community

Element C: Mitigation Strategy

Strengths:

The plan explained that the municipalities had not strongly participated in the previous planning process for the 2009 plan update and that previously developed Community Action Programs were not appropriate to their needs and capabilities. Each jurisdiction was proactive for the 2015 plan update in selecting actions that are appropriate and helpful to their communities. These mitigation strategies are the most vital part of the mitigation plan. As the communities continue to participate in ongoing mitigation training with the Jefferson County EMA and implement their mitigation measures, they will be able to refine and focus their mitigation strategy and develop more specific projects and actions for future updates. For example, communities wishing to reduce the urban heat island effect can investigate specific ways to work on this and refine their actions accordingly. Other communities can determine how best to protect their critical infrastructure from flooding and determine which facilities, roads or utilities need protecting. Graysville is an example of a community that developed specific mitigation measures tailored for its needs and abilities, such as equipping their community center for a relief station during prolonged periods of excessive heat, linking to the AEMA preparedness page on the city website, and listing specific areas for erosion assessment and stabilization. Trussville utilized the timeline column to provide additional jurisdiction-specific information concerning implementation. Kimberly described previous mitigation efforts and included very specific and tailored mitigation actions in Appendix B (Part 3/page 217); although these actions are not reflected in their Community Actions Programs found in Part 2.

The City of Birmingham reported that they are working to integrate their mitigation strategy into other unique planning mechanisms: a Community-wide Safe Room Plan, A Citywide Disaster Recovery Action Plan, and a Citywide Sustainability Plan. Birmingham also provided excerpts from their comprehensive plan demonstrating that mitigation considerations were included in the plans findings, challenges, and policies.

The plan does a good job of describing the NFIP efforts of the county and jurisdictions, including their five-year actions programs for improving their NFIP programs. Furthermore, a number of communities stated their intent to participate in the CRS. However, the mitigation measure "join or improve compliance with NFIP" should be made more specific to each community to reflect their current status in the NFIP.

Opportunities for improvement:

Some of the smaller communities listed outside organizations as the responsible agency for their selected mitigation measures. For example, some communities assigned the protection of power lines to Alabama Power and emergency preparedness programs in schools to the Jefferson County Board of Education. In general, a jurisdiction's mitigation strategy should reflect what they as a jurisdiction can accomplish with their existing or potential capabilities. Since these measures are important to the communities, but beyond their capabilities, the Hazard Mitigation Planning Committee may wish consider whether the Jefferson County EMA can add actions to the county Community Action Program to act as the coordinating entity. The smaller communities may also wish to rephrase some of their actions to reflect how they will support or coordinate with the outside agencies. For example, communities can promote and publicize awareness programs and publications presented by the county EMA, the Forest Service, or the power companies.

Repetitive and Severe Repetitive flood losses were documented in table format for a number of communities. The Local Mitigation Plan Handbook (dated March 2013, page 4-5) suggest that a good approach is to also include maps showing general areas with concentrations of repetitive loss properties, while protecting the privacy of policy holders and claims recipients. The intent of the requirement is identify problem areas and inform hazard

level. More detailed maps by jurisdiction, with streets and landmarks, would assisted in readers in understanding flood mitigation needs at the local level.

Hazard extent - Although hazard extents were found in various places within in the narrative, such as in previous occurrences; the “location, extent, and intensity” paragraphs and the impact tables (p5-74) indicate a misunderstanding of extent as defined by the Local Mitigation Plan Review Guide (p. 19) and the Local Mitigation Planning Handbook (p. 5-3). Extent is the strength or magnitude of the hazard described in terms of a scientific measurement, such as depth of flooding, or other hazard factors such as duration or speed of onset. It differs from impact in that it describes the characteristics of the hazard regardless of the people and property it affects, while impact refers to the effect of a hazard (including its extent) on the people and property in the community and helps inform which mitigation measures to pursue. Extent is generally presented as the reasonable maximum that a community could expect to experience, not the average strength of a hazard type over the years. For example, a flood extent could be provided as depth grids calculated for a 1% annual chance flood or high water marks from a flood of record. Tornado extents are generally the strongest tornado experienced by the region.

Landslides and Erosion - Many jurisdictions selected mitigation actions for erosion as well as landslides. The hazard analysis focuses on landslides with little information on erosion. It is recommended that the Hazard Mitigation Planning Committee study and profile the erosion hazard that jurisdictions are experiencing in order to provide supporting data for mitigation measures.

Dam Failure – The recent South Carolina floods were made worse by the failure of a large number of dams, mostly private earthen dams. The planning committee may wish to work towards identifying additional dams in Jefferson County. A first step might be to add all dams listed in the National Inventory of Dams (NID) to the Plan. A possible mitigation measure might be to develop outreach for dam-owners on maintenance and emergency response. See the Plan Resources Section below (Part B of this section) for links to recent FEMA white papers written capture lessons learned in the South Carolina disaster and clarify mitigation assistance opportunities.

Critical Facilities in hazard areas - It was not clear that critical facilities for all jurisdictions had been mapped with flood hazard zones to determine which critical facilities may need flood mitigation efforts. In Appendix B, the City of Leeds stated that its public works facility was located in an area with both floodplain and floodway. This awareness allows Leeds to continue in the planning process to research and develop mitigation measures for their facility and seek funding assistance. By mapping all critical facilities relative to the flood hazard zones, the Planning Committee can make sure that all jurisdictions are aware of their potential flooding vulnerability and have information to develop solutions and seek grant funding. As landslide, erosion, and sinkhole hazard maps are created and refined, similar analyses can be done to prioritize mitigation actions for these hazards.

(Additional information can be found in the “Local Mitigation Plan Review Guide”, Element B: Hazard Identification and Risk Assessment, dated October 1, 2011, Pages 18-21. Also see the Local Mitigation Plan Handbook dated March 2013, Task 5.)

mitigation actions for properties that have suffered repetitive damage. Communities with areas of repetitive flooding should consider including actions in their Community Action Programs for mitigating these properties.

(Additional information can be found in the "Local Mitigation Plan Review Guide", Element C: Mitigation Strategy, dated October 1, 2011, Pages 22-25. Also see the Local Mitigation Plan Handbook dated March 2013, Tasks 4 and 6.)

Element D: Plan Update, Evaluation, and Implementation (*Plan Updates Only*)

Strengths:

The Jefferson County EMA and the Hazard Mitigation Committee have made a strong commitment to monitoring and evaluating the Plan on an annual basis. The plan lists areas of focus for the monitoring and evaluation, including monitoring interim steps taking to implement mitigation measures such as funding, permits, and approvals. Research and feasibility studies may also be steps toward progress in some of the mitigation measures. The monitoring, evaluation, and updating process described in the plan underscores the planning team's awareness that the Jefferson County Hazard Mitigation Plan is a living document that will evolve as the jurisdictions work towards the long term reduction of risks in their communities.

(Additional information can be found in the "Local Mitigation Plan Review Guide", Element D: Plan Review, Evaluation, and Implementation, dated October 1, 2011, Pages 26-27. Also see the Local Mitigation Plan Handbook dated March 2013, Tasks 7 and 9.)

B. Resources for Implementing Your Approved Plan

Mitigation Planning Toolkit

This is an extensive web based tool to assist States, Local, and Tribal Communities involved in Hazard Mitigation Plan Development and Updates. The content will help guide the direction of plan development and required updates.

<http://www.fema.gov/library/viewRecord.do?id=5580>

Local Mitigation Planning Handbook

This Handbook provides guidance to local governments on developing or updating hazard mitigation plans to meet the requirements under the Code of Federal Regulations (CFR) Title 44 – Emergency Management and Assistance §201.6.

Use the Local Plan Guide and Handbook in tandem to understand technical requirements

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=7209>

Integrating Mitigation Strategies with Local Planning

This resource provides practical guidance on how to incorporate risk reduction strategies into existing local plans, policies, codes, and programs that guide community development or redevelopment patterns.

<http://www.fema.gov/library/viewRecord.do?id=7130>

Mitigation Ideas

Communities can use this resource to identify and evaluate a range of potential mitigation actions for reducing risk to natural hazards and disasters.

<http://www.fema.gov/media-library/assets/documents/30627>

Dam Safety Resources: The following publications are now available:

FEMA Dam Safety Program Fact Sheet (FEMA P-1069) December 2015 - <http://www.fema.gov/media-library-data/1450388948415-f5b5e8abef6bfa6ed42920cb1206036/NDSPFlashFactSheet2015.pdf>

FEMA Mitigation Dam Task Force Strategic White Paper on Dam Risk (DR-SC-4241) November 17, 2015 - <http://www.fema.gov/media-library-data/1450272827214-fb60879c33e180f3541a5cfb133e54b2/DR-SC-4241-FinalWhitePaper.pdf>

Analyzing the Dam Failure Hazard in the Hazard Mitigation Assistance Program Benefit Cost Analysis - <http://www.fema.gov/media-library-data/1449672388618-b773792390ea6008a0f9984046dcf8ee/DamFailureFAQ.pdf>

RESOLUTION NO. 2016-030

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Bearden Services, LLC, in the form as attached hereto as Exhibit A, with respect to the nuisance abatement/demotion and clean-up services for the property owned by William D. and Mary D. Rowe located at 2324 Cahaba Road pursuant to the Notice of Court Action in Case No. 01-CV-2015-901808.00.

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

ADOPTED: This 14th day of March, 2016.

Council President

APPROVED: This 14th day of March, 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 March 14, 2016, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT TO ABATE NUISANCE CONDITIONS AT 2324 CAHABA ROAD

BEARDEN SERVICES, LLC (hereinafter referred to as the “Contractor”) hereby enters into this Agreement to Remediate Nuisance Conditions at 2324 Cahaba Road (the “Agreement”) with the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation (“City”) effective as of the date last executed by a party below (the “Effective Date”).

WHEREAS, in Case No. 01 CV 2015-901808.00 filed by the City in the Circuit Court of Jefferson County against William D. Rowe and Mary D. Rowe (collectively, the “Rowes”), that Court entered an Order on or about December 28, 2015 (the “Order”) declaring the residential structure (the “House”) on the property owned by the Rowes at 2324 Cahaba Road in the City of Mountain Brook Alabama (the “Property”) an unlawful public nuisance;

WHEREAS, to abate the nuisance condition concerning the House, the Court directed in its Order that the House be demolished and the following associated actions be taken:

- (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the Property;
- (b) remove from, discard or otherwise dispose of any items of personal property that remain in the House;
- (c) demolish the House in its entirety,
- (d) following the demolition of the House, remove all demolition debris from the Property and properly dispose of that debris;
- (e) following the demolition of the House, grade and restore the surface of the Property as required compliance with all state, county or local regulations; and
- (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the “House Demolition Operations”).

WHEREAS, in the Order, the Court also has determined that the condition of the grounds on the Property (the “Grounds”) constitute an unlawful public nuisance, and ordered that the following remedial actions be taken to abate that nuisance:

- (a) cut and remove from the Property any overgrown shrubbery, bushes, trees and other vegetation thereon;
- (b) cut any grass or weeds on the Property to a height of not greater than 10 inches and remove any resulting clippings;

(c) cut and remove dangerous trees on the Property, or any dead, failing or dangerous limbs on existing trees; and

(d) collect and remove any fallen limbs, leaves or vegetative debris from the premises (items (a)-(d) being collectively referenced as the “Remedial Grounds Operations”).

WHEREAS, the Rowses having failed to perform the House Demolition Operations and Remedial Grounds Operations (collectively hereinafter the “Operations”) after receiving actual notice of the Order, the City (through its own forces or by contract with a third party service provider) has been authorized to enter the Property and abate the nuisances thereon by performing the Operations; and

WHEREAS, pursuant to the terms, conditions and understandings in this Agreement, the City desires to retain the services of the Contractor to perform the Operations.

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

1. **Scope of Work.** The Contractor will furnish all labor, materials, equipment, and services necessary to perform the Operations on the Property (the “Work”) in accordance with the terms, conditions and specifications in this Agreement

2. **Work Schedule.** Contractor agrees to complete the Work and finish the Project in no longer than forty five (45) days following the Effective Date.

3. **Compensation.** As contemplated by the Contractor’s proposal that is attached hereto as Exhibit A and incorporated herein, the City agrees to pay the Contractor the lump sum amount of Thirteen Thousand Three Hundred Dollar (\$13,300.00) on its successful performance of the Work. The City agrees to pay this compensation within ten (10) days after the Contractor submits an invoice for the Work.

4. **Termination.** The City may terminate this Agreement if the Contractor defaults on a material obligation to the City hereunder (a “Default”), and, following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy the Default within seven (7) days after receipt of notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available by law.

5. **Warranties of Contractor.** The Contractor agrees to and warrants each of the following:

a. that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing those operations under same or similar conditions, and in accordance with the Work Schedule;

b. that it will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;

c. that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its work;

d. that it has inspected the House and Property, and, based on that inspection and its expertise, that it has determined that they are reasonably suitable for Contractor to complete the Work;

e. that the Contractor shall be responsible for removal and proper disposal of any demolition debris and natural debris resulting from the Operations; and

f. that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of the Contractor is authorized to execute this Agreement.

6. Insurance/Safety/Indemnification/Security Payment.

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

i. Comprehensive General Liability: Coverage for combined single limit and aggregate for bodily injury and property damage with limits of not less than Three Hundred Thousand Dollars (\$ 300,000);

ii. Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit and aggregate for bodily injury and property damage; and

iii. Workers' Compensation as required by statute.

Before executing this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

b. Safety. Contractor has the exclusive responsibilities for the safety of its workers and personnel during the performance of the Project, and for performing the Work in a safe manner that does not put at risk the safety of any persons or endanger property. In performing the Project the Contractor shall take all reasonable protection to prevent damage, injury or loss to: (i) any persons who may be affected by the Work or conditions at the Work site; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work site or adjacent thereto. Further, the Contractor has the sole responsibility to identify any condition or hazard at or about the Work site that will prevent it from safely performing the Work.

c. Indemnification. Contractor agrees to defend, indemnify, and hold harmless the City and its agents, employees and officials (hereinafter the “Indemnitees”) from and against all demands, actions, liabilities, expenses (including reasonable attorney’s fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereafter a “Contractor Representative”) that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failure to perform its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

d. Limitation of Liability. In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description or amount arising from the City’s breach of its obligations hereunder.

e. Security Payment. Contractor agrees to furnish the City a cash payment of \$1,000 that the City will hold as security for the faithful performance of the Contractor’s obligations under this Agreement (the “Security Payment”). If, in the exercise of the City’s sole discretion, the City determines that the Contractor has failed to perform its obligations hereunder, the City may retain the Security Payment as damages for that breach; provided that the retainage of the Security Payment is not the City’s sole remedy and does not limit or restrict the City’s right to recover other damages or pursue other legal or equitable remedies available to it upon any such breach. If the Contractor faithfully performs its obligations hereunder, the City agrees to return the principal amount of the Security Payment to the Contractor within ten (10) days after it successfully completes the Work and submits an invoice to the City requesting payment of compensation for that Work. The City is not obligated to place or hold the Security Payment in an interest-bearing account, or pay the Contractor any interest on the principal amount of that Payment on its return.

7. Work Representative. Each party appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the “Project Representative”). The City’s Work Representative is Glen Merchant, City Building Official, 56 Church Street, Mountain Brook, AL, 35213 merchantg@mtnbrook.org, 205-802-3812. The Contractor’s Work Representative is Brad Bearden, 3931 Bearden Drive, Vestavia Hills, AL 35243, bradbearde@gmail.com, 205-533-5268. Any notice required hereunder shall be sufficiently given when sent to a Project

Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

8. Miscellaneous Provisions.

a. This Agreement sets forth the entire understanding between the parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this Agreement are deemed to have merged herein. This Agreement may not be modified or amended except in a writing that is signed by all parties.

b. This Agreement may be executed in counterparts each of which when executed by the parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

c. Any forbearance or delay on the part of the City in enforcing any of its rights under this contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

d. Contractor may not assign its rights, obligations or the benefits of this contract to any third party without the written consent of the City, which consent may be withheld for any reason.

e. This Agreement is made only for the benefit of the City and Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

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

g. **Immigration Law Compliance.** The Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama 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 contract, the Contractor shall participate in the E-Verify program as required under the terms of the Act. The Contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for Contractor indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The Contractor also represents and warrants that it shall not hire, retain or contract with any contractor in the

State of Alabama that it knows is not in compliance with the Act. By signing this Agreement, the Contractor also affirms that, for the duration of the contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the Contractor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement on behalf of their respective organizations.

BEARDEN SERVICES, LLC

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

By: _____

Its: _____

Its: Mayor

Date: _____

Date: _____

EXHIBIT A – CONTRACTOR PROPOSAL

See attached.

Bearden Services, LLC
3931 Bearden Drive
Vestavia, AL 35243
bradbearden@gmail.com



ESTIMATE

ADDRESS
Glenn Merchant

ESTIMATE # 1006
DATE 01/29/2016

ACTIVITY	QTY	RATE	AMOUNT
Rowe Residence: 2324 Cahaba Road Proposal			
Demolition			
Demolition of house and haul-off of debris	1	12,000.00	12,000.00
Services			
Clear underbrush and stabilize site	1	1,300.00	1,300.00
TOTAL			\$13,300.00

Accepted By

Accepted Date



AlaFile E-Notice

01-CV-2015-901808.00

Judge: MICHAEL G GRAFFEO

To: STINE STEVEN THOMAS
sstine@bishopcolvin.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF MOUNTAIN BROOK, ALABAMA V. WILLIAM D. ROWE ET AL
01-CV-2015-901808.00

A court action was entered in the above case on 12/29/2015 11:54:49 AM

ORDER

[Filer:]

Disposition: GRANTED
Judge: MGG
Notice Date: 12/29/2015 11:54:49 AM

ANNE-MARIE ADAMS
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
716 N. RICHARD ARRINGTON BLVD.
BIRMINGHAM, AL 35203

205-325-5355
anne-marie.adams@alacourt.gov

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, A
CIVIL DIVISION / BIRMINGHAM



ELECTRONICALLY FILED
12/29/2015 11:54 AM
01-CV-2015-901808.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

CITY OF MOUNTAIN BROOK, ALABAMA,)
)
PLAINTIFF,)
)
v.) CV 15-901808-MGG
)
WILLIAM D. ROWE; and,)
MARY D. ROWE,)
)
DEFENDANTS,)

ENTRY OF DEFAULT and
DEFAULT JUDGMENT AGAINST DEFENDANTS
GRANTING RELIEF TO ABATE PUBLIC NUISANCES

On May 5, 2015, PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA (“*PLAINTIFF*” or “*CITY*”) filed its COMPLAINT FOR INJUNCTIVE RELIEF seeking judicial order to abate a public nuisance within its boundaries. Pending at this time are the APPLICATION FOR ENTRY OF DEFAULT AGAINST BOTH DEFENDANTS [Doc. 10] (hereinafter “*APPLICATION*”) and the MOTION FOR ENTRY OF DEFAULT JUDGMENT [Doc. 13] (“*MOTION*”). Having considered the COMPLAINT, APPLICATION, MOTION, applicable legal authorities, and all other matters of record, the Court **DETERMINES** PLAINTIFF is ENTITLED to the relief it seeks.

I. UNDISPUTED FACTS

The Court **FINDS** the following are **UNDISPUTED**:

1. PLAINTIFF seeks a declaration that the condition of an unoccupied, wooden frame residential structure (the “*HOUSE*”) and grounds (the “*GROUND*”) located on real PROPERTY at 2324 Cahaba Road South in the CITY OF MOUNTAIN BROOK, Jefferson County, Alabama (the “*PROPERTY*”) constitutes a public nuisance.

2. The PROPERTY is owned by the DEFENDANTS, WILLIAM D. ROWE and MARY D. ROWE (hereinafter collectively referred to as “*DEFENDANTS*”).

3. As is contemplated in ALA. CODE § 6-5-122 (1975)¹, this Court has jurisdiction to consider the COMPLAINT, and the authority to order the abatement of public nuisances.²

¹ Hereafter, all references to statutes are to the ALA. CODE (1975).

² § 6-5-122 (1975) provides that “[a]ll municipalities in the State of Alabama may commence an action in the name of the CITY to abate or enjoin any public nuisance injurious to the health, morals, comfort or welfare of the

4. Before filing this action, PLAINTIFF communicated with DEFENDANTS and requested they abate the nuisance conditions regarding the HOUSE by demolishing that structure and properly maintaining the GROUNDS.

5. On or about May 15, 2015, the SUMMONS and COMPLAINT were duly served on DEFENDANTS by certified mail at 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213 (hereinafter "**DEFENDANTS' Thornhill Road Address**"). Counsel for PLAINTIFF also has certified he subsequently mailed notice of the APPLICATION and the MOTION to DEFENDANTS' Thornhill Road Address.

II. ENTRY OF DEFAULT and DEFAULT JUDGMENT

Despite the COMPLAINT having been duly served on the DEFENDANTS at the DEFENDANTS' Thornhill Road Address and counsel for the PLAINTIFF having certified that the subsequent APPLICATION and MOTION having been mailed to the same address, the DEFENDANTS have **FAILED** to appear in this action to plead, answer, or otherwise defend or contest the claims or allegations in the COMPLAINT. Accordingly, ENTRY OF DEFAULT as to each DEFENDANT is hereby **NOTED** in the record of this action. And, moreover, DEFAULT JUDGMENT is hereby **ENTERED** in favor of PLAINTIFF **CITY OF MOUNTAIN BROOK, ALABAMA** and against DEFENDANTS **WILLIAM D. ROWE [D001]** and **MARY D. ROWE [D002]**.

Accordingly, it is hereby **ORDERED, ADJUDGED and DIRECTED** as follows:

A. COUNT 1 - ORDER and REMEDIES as to HOUSE

1. The HOUSE on the DEFENDANTS' PROPERTY at 2324 Cahaba Road South is **DECLARED** an unlawful public nuisance;
2. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may **ABATE** the public nuisance concerning the HOUSE by taking the following actions:
 - (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the PROPERTY;
 - (b) remove from, discard or otherwise dispose of any items of personal PROPERTY that remain in the HOUSE;

- (c) demolish the HOUSE in its entirety;
 - (d) following the demolition of the HOUSE, remove all demolition debris from the PROPERTY and properly dispose of that debris;
 - (e) following the demolition of the HOUSE, grade and restore the surface of the PROPERTY as required in compliance with all state, county or local regulations; and
 - (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "**HOUSE Demolition Operations**").
3. If, for any reason, DEFENDANTS do not perform and complete the above noted HOUSE Demolition Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the HOUSE by performing or completing any or all of those Operations. If the CITY performs any HOUSE Demolition Operations, the CITY may exercise the following rights and take the actions below in connection therewith:
- (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
 - (b) upon completion of any HOUSE Demolition Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused; and,
 - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its HOUSE Demolition Operations expenses, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth in those statutory provisions.

B. COUNT 2 - ORDER and REMEDIES as to GROUNDS

4. The present condition of the GROUNDS on DEFENDANTS' PROPERTY at 2324 Cahaba Road South is **DECLARED** an unlawful public nuisance.
5. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may **ABATE** the public nuisance concerning the GROUNDS by taking the following actions:
 - (a) cut and remove from the PROPERTY any overgrown shrubbery, bushes, trees and other vegetation thereon;
 - (b) cut any grass or weeds on the PROPERTY to a height of not greater than 10 inches and remove any resulting clippings;
 - (c) cut and remove dangerous trees on the PROPERTY, or any dead, failing or dangerous limbs on existing trees; and,
 - (d) collect and remove any fallen limbs, leaves or vegetative debris from the premises (items (a)-(d) being collectively referenced as the "**Remedial GROUNDS Operations**").
6. If, for any reason, DEFENDANTS do not perform and complete the above noted Remedial GROUNDS Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may **ENTER** the PROPERTY and **ABATE** the nuisance condition concerning the GROUNDS by performing or completing any or all of those Operations. If the CITY performs any Remedial GROUNDS Operations, the CITY may **EXERCISE** the following rights and take the actions below in connection therewith:
 - (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
 - (b) upon completion of any Remedial GROUNDS Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to the DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused; and,
 - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its Remedial GROUNDS Operations, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth

in those statutory provisions.

III. NOTICE OF DEFAULT JUDGMENT

This DEFAULT JUDGMENT shall forthwith be **MAILED** to DEFENDANTS by USPS first class mail to the DEFENDANTS' Thornhill Road Address - 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213.

Further, within five (5) days following the entry of this DEFAULT JUDGMENT, PLAINTIFF shall enter the PROPERTY and **POST** a Notice on the entrance of the HOUSE located on the PROPERTY that states in substantial form as follows:

“THE HOUSE AND GROUNDS ON THIS PROPERTY HAVE BEEN DECLARED PUBLIC NUISANCES BY DEFAULT JUDGMENT ENTERED DECEMBER 29, 2015, IN CASE NUMBER CV 15-901808-MGG, CIRCUIT COURT OF JEFFERSON COUNTY. PURSUANT TO THIS DEFAULT JUDGMENT, THE OWNERS OF THIS PROPERTY HAVE BEEN DIRECTED BY THE COURT TO DEMOLISH THE HOUSE AND REMEDIATE THE NUISANCE CONDITIONS ON THE GROUNDS WITHIN 30 DAYS OF THE DATE OF THIS DEFAULT JUDGMENT. IF THE OWNERS DO NOT TAKE THAT ACTION, REPRESENTATIVES OF THE CITY OF MOUNTAIN BROOK MAY ENTER THE PROPERTY, DEMOLISH THE HOUSE AND TAKE OTHER ACTIONS TO ABATE THE NUISANCE CONDITIONS. A FULL AND COMPLETE COPY OF THE ENTIRE DEFAULT JUDGMENT MAY BE OBTAINED AT THE OFFICE OF THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT, 716 RICHARD ARRINGTON BOULEVARD NORTH, BIRMINGHAM, AL.”

IV. POTENTIAL ADDITIONAL RELIEF and REPORT BY PLAINTIFF

Except as set forth herein, **NO** other relief is granted to PLAINTIFF at this time. This action is **TRANSFERRED** to the Court's ADMINISTRATIVE DOCKET for no more than one hundred twenty-five [125] days from the date of this DEFAULT JUDGMENT. Provided however, Counsel for PLAINTIFF is **DIRECTED** to file a written report with the Court no later than one hundred twenty days (120) from the date of this DEFAULT JUDGMENT advising whether the public nuisance conditions on the PROPERTY have been abated. Following that report, the Court will **CONSIDER** whether any further relief, including the entry of injunctive relief noted in the COMPLAINT or the awarding of court costs should be considered or granted in this case.

Therefore, taxing of costs is **HELD** until further order.

DONE and **ORDERED** this date, December 29, 2015.

S/Michael G. Graffeo
MICHAEL G. GRAFFEO
Circuit Judge

RESOLUTION NO. 2016-031

WHEREAS local sales and use tax, business licensing, and construction permitting regulations require that individuals and businesses self-report and remit required taxes, licenses, and permit fees to appropriate (often multiple) local governments; and

WHEREAS such regulations are often misinterpreted by individuals and businesses resulting in errors and omissions in the tax returns, license applications, and permit applications further resulting in errors and omissions in such tax, license, and permit remittances; and

WHEREAS sometimes errors and omissions in the reporting and under-payment of taxes, licenses, and permits is intentional when individuals and businesses attempt to evade local regulations and ordinances; and

WHEREAS local governments often find that outsourcing tax and license administration services to be the most cost effective and efficient means of enforcing local tax, license, and permit regulations; and

WHEREAS, without adequate and proper tax, license, and permit enforcement efforts, local governments risk incurring material economic losses; and

WHEREAS local government elected and administrative officials generally oppose any legislation that diminishes their collective abilities to manage their business affairs and municipal service delivery efforts, including tax, license, and permitting regulations; now, therefore;

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby expresses its opposition to HB375 and companion SB335 which prohibit a governing body of a municipality from entering into a contract with a private auditing or collecting firm as such legislation will most likely adversely affect all Alabama cities' ability to effectively and efficiently administer its tax, license, and permit ordinances and regulations.

ADOPTED: This 14th day of March, 2016.

Council President

APPROVED: This 14th day of March, 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 March 14, 2016, as same appears in the minutes of record of said meeting.

City Clerk

1 HB375
2 175154-1
3 By Representatives Lee, Henry, Ainsworth, Nordgren, Harper,
4 Weaver, Ledbetter, Whorton (R), Pettus, Wood, Greer, Moore
5 (B), Shiver, Polizos, Sells, Beckman, Fincher, Wingo, Holmes
6 (M) and Williams (JD)
7 RFD: State Government
8 First Read: 08-MAR-16

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SYNOPSIS: Existing law provides that a governing body of a municipality may adopt rules and regulations to ascertain, assess, collect, and administer sales and use taxes.

This bill would prohibit a governing body of a municipality from entering into a contract with a private auditing or collecting firm.

A BILL
TO BE ENTITLED
AN ACT

To amend Section 11-51-204 of the Code of Alabama 1975, relating to the adoption of rules and regulations relating to sales and use taxes by the governing body of a municipality; to prohibit a governing body of a municipality from entering into a contract with a private auditing or collecting firm.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

1 Section 1. Section 11-51-204 of the Code of Alabama
2 1975, is amended to read as follows:

3 "§11-51-204.

4 "(a) The governing body of a municipality making or
5 enforcing a levy or assessment of taxes under the provisions
6 of this article shall from time to time adopt by ordinance
7 such rules and regulations for making returns and for
8 ascertainment, assessment, collection, and administration of
9 any taxes levied under the provisions of this article as it
10 may deem necessary to enforce its provisions and, upon
11 request, shall furnish any taxpayer with a copy of those rules
12 and regulations.

13 "(b) Except as provided in this article, any
14 interpretations, rules, and regulations adopted or utilized by
15 the governing body shall not be inconsistent with any rules
16 and regulations which may be issued or promulgated by the
17 Department of Revenue from time to time pursuant to the
18 Alabama Administrative Procedure Act, for the corresponding
19 state tax.

20 "(c) The governing body of a municipality may not
21 enter into a contract with a private auditing or collecting
22 firm, as defined by Section 40-2A-3."

23 Section 2. This act shall become effective on the
24 first day of the third month following its passage and
25 approval by the Governor, or its otherwise becoming law.

1 SB335
2 175154-1
3 By Senator Sanford
4 RFD: County and Municipal Government
5 First Read: 08-MAR-16

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