

**MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

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

OCTOBER 24, 2016, 7:00 P.M.

1. Attorney, Nakita Blocton, candidate for Jefferson County Circuit Court Judge, Domestic Relations Division, Place 20 to address the Mayor and members of the City Council.
2. Semi-annual Mountain Brook Chamber of Commerce report to the City Council.
3. Proclamation: November 17, 2016 proclaimed "World Pancreatic Cancer Day in Mountain Brook".
4. Approval of the minutes of the October 10, 2016 regular meeting of the City Council and Board of Commissioners of the Mountain Brook Emergency Communications District.
5. Consideration: Resolution authorizing the installation of two street lights on existing poles located at 4004 Royal Oak Court and 4028 Royal Oak Circle.
6. Consideration: Resolution authorizing the execution of an Agreement for Services between the City and Regional Planning Commission of Greater Birmingham with respect to an 80% APPLE-funded Mountain Brook Sidewalks Study.
7. Consideration: Resolution declaring certain personal property surplus and authorizing its sale at public Internet auction.
8. Consideration: Motion authorizing the execution of an audit engagement letter for the City's annual financial and compliance audit as of and for the year ended September 30, 2016.
9. Consideration: Resolution granting an underground utility easement (W.E. No. A6173-06-B716) to Alabama Power Company with respect to the City's landfill property and proposed public safety training facility.
10. Consideration: Resolution authorizing the execution of an agreement for the city's participation in a law enforcement (white collar crime) task force overseen by the U.S. Secret Service and Jefferson County District Attorney.
11. Consideration: Ordinance amending Section 54-1(b) of the Mountain Brook Municipal Code, "*Declaration of emergency by the mayor.*"
12. Announcement: On October 19, 2016 the Mayor issued a declaration of water service emergency pursuant to the Birmingham Water Works Board's (BWVB) declaration of a Stage 3 Drought Warning. Under the Stage 3 Drought Warning, BWVB will impose surcharges for water customers violating the mandatory restrictions. For more information, visit the City's website.
13. Announcement: The next [special/organizational] meeting of the City Council is November 7, 2016, at _____ in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
14. Comments from residents.
15. Adjourn.



World Pancreatic Cancer Day

WHEREAS in 2016, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease;

WHEREAS pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis;

WHEREAS approximately 690 deaths will occur in Alabama in 2016;

WHEREAS pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world;

WHEREAS there will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020;

WHEREAS the good health and well-being of the residents of Mountain Brook are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments; therefore be it

RESOLVED that the City of Mountain designate November 17th as "World Pancreatic Cancer Day" in Mountain Brook, Alabama.

ADOPTED: The 24th day of October, 2016.

Lawrence T. Oden, Mayor

APPROVED: The 24th day of October, 2016.

Virginia C. Smith, Council President

2016-168

**MOUNTAIN BROOK CITY COUNCIL AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
PRE-MEETING DISCUSSION
OCTOBER 10, 2016**

The City Council of the City of Mountain Brook, Alabama and Board of Commissioners of the Mountain Brook Emergency Communications District (“District”) met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 10th day of October, 2016. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

1. AGENDA

1. APPLE Grant consultant selection for sidewalk analysis (Appendix 1). (Motion No. 2016-167 was added to the formal agenda.)
2. Review of the matters to be considered at the formal [7 p.m.] meeting.

2. EXECUTIVE SESSION

It was moved by Council President Pro Tempore Pritchard that the City Council convene in executive session to discuss one matter involving real estate negotiations. 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 Council Chamber (A108) of City Hall.

3. CERTIFICATION

I, Karen Fowler, Acting City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on October 10, 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 work session.

Acting City Clerk

**MINUTES OF THE JOINT REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA AND
MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
OCTOBER 10, 2016**

The City Council of the City of Mountain Brook, Alabama and members of the Board of Commissioners of the Mountain Brook Emergency Communications District ("District") met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 10th day of October, 2016. The Council President (and Board Chairman) called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and Acting City Clerk Karen Fowler.

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

1. JUDGE SHERA GRANT

Judge Grant, candidate for re-election of District Court, Civil Division, Place 5, introduced herself and requested the support of the elected officials and members of the audience in the upcoming election.

2. ATTORNEY LEE CLEVELAND

Attorney, Lee Cleveland, candidate for election of District Court, Civil Division, Place 5, introduced himself and requested the support of the elected officials and members of the audience in the upcoming election.

3. PRESENTATION

Mayor Oden read aloud and presented the Council's resolution (No. 2016-149) expressing its gratitude to Bill Warren for his service on the City of Mountain Brook Tree Commission.

4. CONSENT AGENDA

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

Approval of the minutes of the September 26, 2016 regular meeting of the City Council.

2016-147	Ratify and adopt the fiscal 2017 budget of the Mountain Brook Emergency Communications District (as previously adopted by the Mountain Brook City Council upon its adoption of Ordinance 1961 on September 26, 2016)	Appendix 1
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2016-148	Ratify the transfer of \$291,553 from the Emergency Communications District operating fund to the City of Mountain Brook General Fund to reimburse the City for E911 dispatch labor costs and related supervision for the year October 1, 2015 through September 30, 2016	Exhibit 1, Appendix 2
2016-149	Expressing gratitude to Bill Warren for his service on the Tree Commission	Exhibit 2
2016-150	Appoint Stephanie Maxwell to the Editorial Board, to serve without compensation, through October 10, 2020 (replacing Dale Wisely).	Exhibit 3
2016-151	Declare a 1987 International school bus surplus and authorizing its sale at public internet auction	Exhibit 4, Appendix 3
2016-152	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 140 – Special Events Retail License to Event Concession, Inc. (trade name: Lane Parke Grand Opening Event) for its October 20, 2016 special event to be held outdoors at 271 Rele Street, Mountain Brook, AL 35233	Exhibit 5, Appendix 4
2016-153	Authorize the execution of the following service agreements: Mountain Brook Chamber of Commerce	Exhibit 6, Appendix 5
2016-154	Alabama Symphonic Association	Exhibit 7, Appendix 6
2016-155	McWane Science Center	Exhibit 8, Appendix 7
2016-156	Jefferson/Blount/St. Clair Mental Health Authority	Exhibit 9, Appendix 8
2016-157	Exceptional Foundation	Exhibit 10, Appendix 9
2016-158	Birmingham Museum of Art	Exhibit 11, Appendix 10
2016-159	Birmingham Botanical Society	Exhibit 12, Appendix 11
2016-160	Alabama Ballet	Exhibit 13, Appendix 12
2016-161	Birmingham Children's Theatre	Exhibit 14, Appendix 13
2016-162	Prescott House	Exhibit 15, Appendix 14
2016-163	Birmingham Zoo	Exhibit 16, Appendix 15

2016-164	Alabama Veterans' Memorial Foundation	Exhibit 17, Appendix 16
2016-165	Jefferson County Historical Commission	Exhibit 18, Appendix 17
2016-166	All In Mountain Brook	Exhibit 19, Appendix 18
2016-167 Motion	Accept Sain Associates to provide professional services for the APPLE Mountain Brook Sidewalk Study	Appendix 19

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

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

Nays: None

Council President (and Chairman) Smith thereupon declared that said minutes and resolution (Nos. 2016-148 through 2016-167) are adopted by a vote of 5–0 and as evidence thereof she signed the same.

5. 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, October, 24, 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.

6. ADJOURNMENT

There being no further business to come before the City Council President (and District Chairman) Smith adjourned the meeting.

7. CERTIFICATION

I, Karen Fowler, Acting 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 October 12, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

Acting City Clerk

RESOLUTION NO. 2016-169

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 on an existing pole on at 4004 Royal Oak Court.
2. That the Alabama Power Company be requested to install one (1) 150 W HPS Cobra street light on an existing pole on at 4028 Royal Oak Circle.
3. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

ADOPTED: This 24th day of October, 2016.

Council President

APPROVED: This 24th day of October, 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 October 24, 2016, as same appears in the minutes or record of said meeting.

City Clerk

Street Lighting Modifications



Alabama Power Company

Alabama

Gentlemen:

This to advise that CITY Council City of Mountain Brook, Alabama Commissioner of _____, Alabama

on the 24th day of October 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 existing utility pole at 4004 Royal Oak Court
1		X		150W	HPS Cobrahead on existing utility pole at 4028 Royal Oak Circle

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

Signed: _____

Approved: _____

By: Lawrence T. Oden

Title: _____

Title: Mayor

Form 1-1000 Rev. 5/05

1000-1

EXHIBIT A

SKETCH OF PROPOSED WORK — SIMPLIFIED W. E.



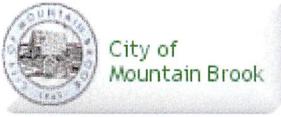
Customer City of Mountain Brook		Location		Agreed Serv. Date		Estimate No.	
Div/branch		District		Town		Drawn by	
Date		Date		Date		Date	
County	Section	Township	Range	Add'l info			
Acquisition Agent	Date F/W Assigned	Date F/W Cleared	Map Reference		LOC	Transformer Loading	



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

EXHIBIT A

Crsl. Completed By	Date
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Steve Boone <boones@mtnbrook.org>

FW: Street Lights Proposal | Royal Oak Court & Royal Oak Circle

1 message

Sam Gaston <gastons@mtnbrook.org>
To: Steve Boone <boones@mtnbrook.org>

Tue, Oct 18, 2016 at 7:24 AM

For the agenda packet on the two street lights

Sam S. Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

From: Clifton A. Nail [mailto:Clifton.Nail@regions.com]
Sent: Monday, October 17, 2016 10:30 PM
To: cookt@mtnbrook.org; gastons@mtnbrook.org
Cc: Ashley Nail
Subject: Street Lights Proposal | Royal Oak Court & Royal Oak Circle

Sam and Ted,

Pursuant to the letter received from your office on 10/15/2016, my wife and I support the enhanced lighting proposal in our neighborhood slated for consideration at the October 24th Mountain Brook City Council meeting.

We hope and believe the additional street lights will be a deterrent to further criminal activity such as the car burglaries and car theft that occurred on the night of September 16th / morning of September 17th and will be an additional, and much needed, preventative safety measure to enhance drivers' vision in our kid-filled neighborhood. This is especially pertinent given the neighborhoods' close proximity to Highway 280 and being the first street off Green Valley Rd. for non-resident, unfamiliar drivers to turn onto if needing to turn around.

As displayed in the attached pictures of our cul-de-sac, we have limited light emanating from the houses and no public lighting illuminating the streets.

Based on the reasons above, we support the proposal. Thank you for considering this request.

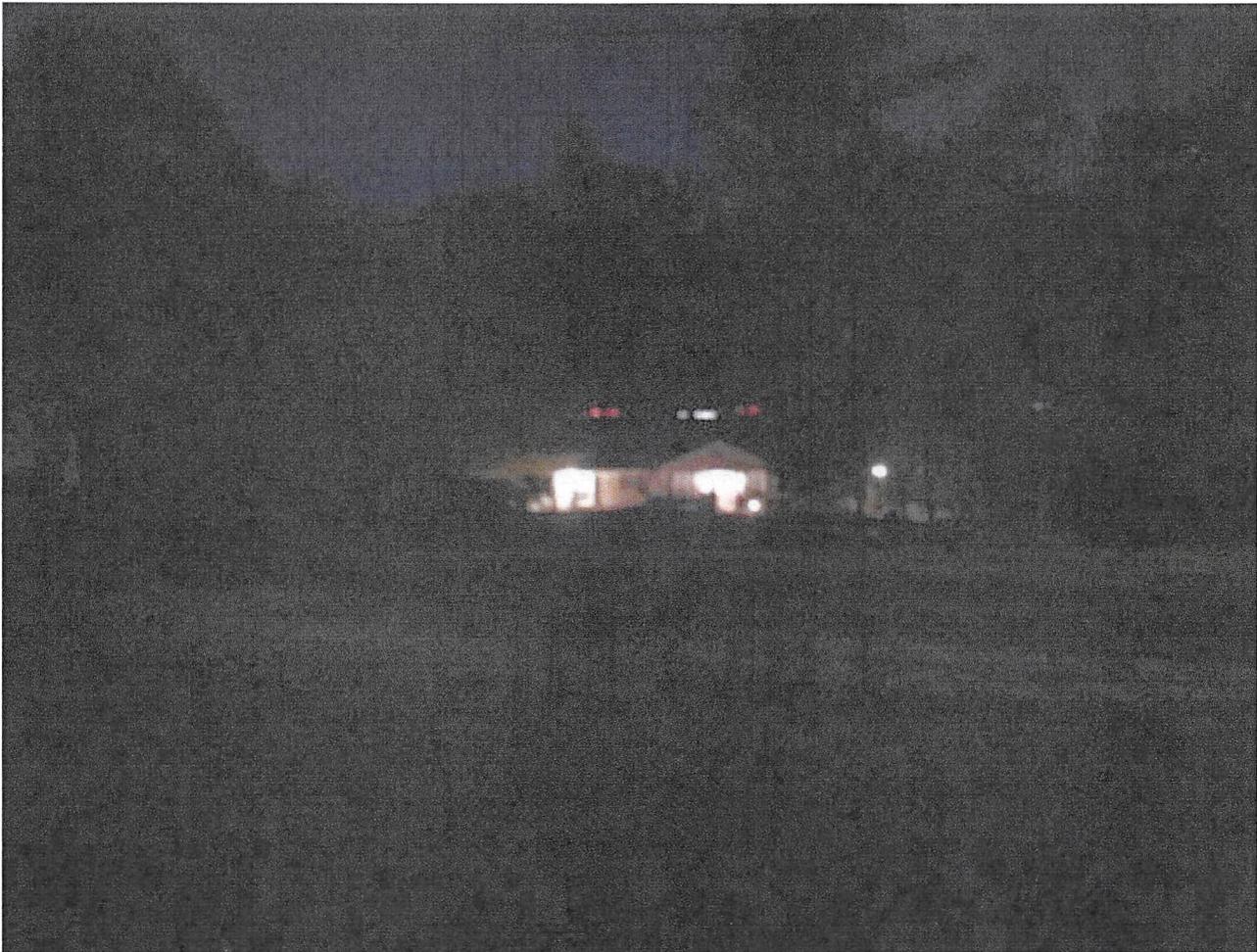
Sincerely,

Cliff and Ashley Nail

4016 Royal Oak Circle.

Mountain Brook, AL 35243





Clifton A. Nail

Assistant Vice President, Client Enterprise Valuation Associate

Enterprise Valuation Group | Regions Bank

1900 5th Avenue North, Suite 2300

Birmingham, AL 35203

Office: [\(205\) 264-4226](tel:2052644226)

Cell: [\(205\) 475-4258](tel:2054754258)



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

October 14, 2016

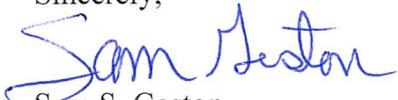
Dear Resident,

The City of Mountain Brook has received a request from your neighborhood to add two (2) additional street lights in your area. The additional street lights are proposed to be placed on existing utility poles at 4004 Royal Oak Court and 4028 Royal Oak Circle. (See attached map)

The Mountain Brook City Council will consider this request at its October 24th meeting which will begin at 7:00pm. You are invited to attend this meeting to offer your comments.

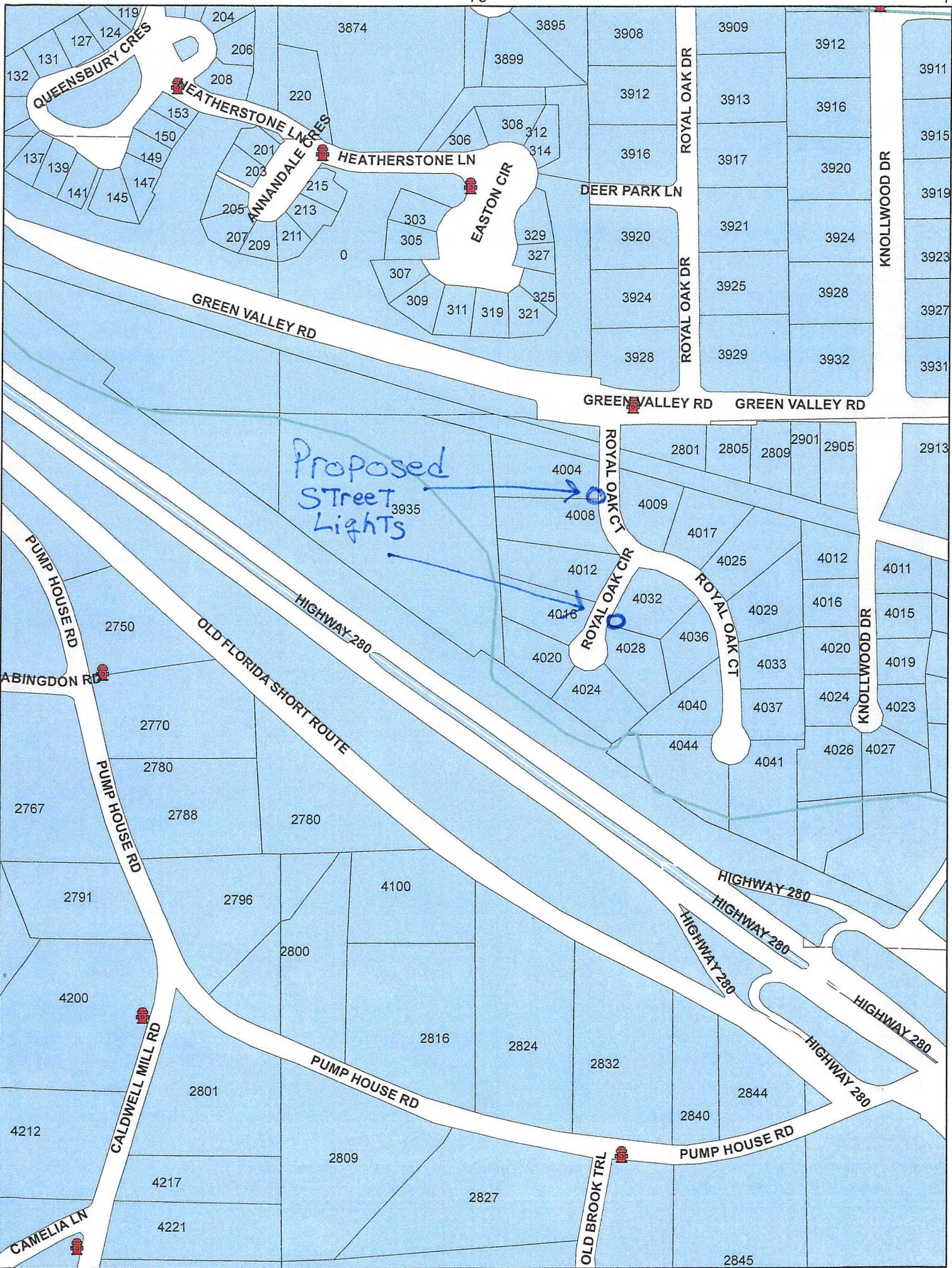
If you cannot attend on October 24th, but would like to submit comments, please contact our Police Chief, Ted Cook, at cookt@mtnbrook.org or me at gastons@mtnbrook.org.

Sincerely,



Sam S. Gaston
City Manager

Attachment



Sam Gaston

From: Susan Russell
Sent: Sunday, October 09, 2016 10:28 PM
To: Sam Gaston
Subject: Re: Royal Oak Court and Royal Oak Circle

Mr. Gaston,

Thanks so much for getting all of this set up! I spoke with almost everyone on the two streets and everyone except for one neighbor was in favor of more lights! The neighbors at the bottom of Royal Oak Court want more lighting even though they already have a street light. The only neighbor that is not in favor of the lights is not close to either of the lights that were recommended by the police, so they should not be a problem. Everyone else is very excited to get these lights up! Many, many thanks!!! Is there anything else that I can do?? I can't tell you how much we appreciate your help!!!

Susan Russell
205.960.7658

Sent from my iPhone

On Oct 7, 2016, at 8:26 AM, Sam Gaston <gastons@mtnbrook.org> wrote:

Susan,
Here are the recommendation from the Police Dept. Let me know what your neighbors thinks and wants and we can move towards putting this on the October 24th Council agenda.

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

From: Ted Cook [mailto:cookt@mtnbrook.org]
Sent: Friday, October 07, 2016 6:08 AM
To: Sam Gaston
Subject: Fwd: Royal Oak Court and Royal Oak Circle

Please see Sgt. Loring's email below.

----- Forwarded message -----

From: Jay Loring <loringj@mtnbrook.org>
Date: Friday, October 7, 2016
Subject: Royal Oak Court and Royal Oak Circle
To: Michael Herren <herrenm@mtnbrook.org>
Cc: Jason Rhoads <rhoadsj@mtnbrook.org>, Ted Cook <cookt@mtnbrook.org>, Greg Hagood <hagoodg@mtnbrook.org>

There is a light in the cul-de-sac on Royal Oak Ct. I suggest we place one closer to Green Valley Rd on pole number 1-249162, which is close to 4004 Royal Oak Court.

Considering the way the ground slopes on Royal Oak Circle, I suggest we place a light on pole number 1-249167, which is at the corner of the lot at 4028 Royal Oak Circle. This light should cover most , if not all, of Royal Oak Circle.

On Thu, Oct 6, 2016 at 2:59 PM, Michael Herren <herrenm@mtnbrook.org> wrote:

Check on this request and send me your recommendation.

----- Forwarded message -----

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

Date: Thu, Oct 6, 2016 at 2:40 PM

Subject: Royal Oak Court and Royal Oak Circle

To: Ted Cook <cookt@mtnbrook.org>, Michael Herren <herrenm@mtnbrook.org>

Can you have the night shift check these two streets for locations for street lights?

As you know, they had some car thefts and break-ins a few weeks back. The resident at 4032 Royal Oaks Circle said there is an existing pole in her front yard.

I would prefer that we put street lights on existing poles if possible.

Need the recommendations by early next week.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
[\(205\) 802-3803](tel:2058023803) Phone
[\(205\) 870-3577](tel:2058703577) Fax

--
Lieutenant Michael T. Herren
Patrol Division
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213
[205-802-3858](tel:2058023858)
herrenm@mtnbrook.org

--
Sgt. Jay Loring
Mountain Brook P.D.
101 Tibbett St.
Birmingham, AL 35213
205-802-3848



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.3825
Facsimile: 205.874.0611
www.mtnbrook.org

October 25, 2016

Ms. Debbie Therrell
Alabama Power Co.
600 North 18th Street
3S-1635
Birmingham, AL 35203

Dear Ms. Therrell:

Enclosed please find the following Street Lighting Modification form:

Resolution No. 2016-169 authorizing the installation of:

1. One (1) 150W HPS cobra head street light on an existing pole at 4004 Royal Oak Court and
2. One (1) 150W HPS cobra head street light on an existing pole at 4028 Royal Oak Circle

If you have any questions or require additional information, please call Ronnie Vaughn at 205/802-3865 or e-mail me at vaughnr@mtnbrook.org.

Sincerely,

Steven Boone
Director of Finance

Enclosure

RESOLUTION NO. 2016-170

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 for Services between the City and Regional Planning Commission of Greater Birmingham, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate and review by legal counsel, with respect to an 80% APPLE-funded Mountain Brook Sidewalks Study.

ADOPTED: This 24th day of October, 2016.

Council President

APPROVED: This 24th day of October, 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 October 24, 2016, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is entered into as of the _____ day of _____, 2016, by and between the **Regional Planning Commission of Greater Birmingham**, a regional planning and development commission organized and existing under the laws of the State of Alabama ("RPCGB"), and the **City of Mountain Brook, Alabama**, a municipal corporation (the "Governmental Entity" or "City").

WITNESSETH:

WHEREAS, the Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for a "Sidewalks Study" (the "Project");

WHEREAS, the Project has been selected for funding under the APPLE program;

WHEREAS, the APPLE grant for the Project will fund 80% (or \$47,992.88) of the total Project cost of \$59,991.10, and the Governmental Entity will provide a local match in the amount of \$11,998.22 (or 20%) of the total Project cost;

WHEREAS, pursuant to the terms of this Agreement, RPCGB is being engaged by the City to perform the services contemplated for the Project; and

WHEREAS, the parties agree to work in good faith to complete the Project in a timely and professional manner.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, the RPCGB and the Governmental Entity agree as follows:

1. **Engagement of RPCGB.** The Governmental Entity hereby agrees to engage RPCGB to perform the Project and services which are identified and described in the "Scope of Work" set forth on **Exhibit A**, which is attached hereto and incorporated herein by reference. RPCGB, from time to time, may request changes in the Scope of services to be performed. Such changes shall be memorialized by written amendments to this Agreement that is signed by both parties; these changes may include an increase or decrease in the amount of Governmental Entity's local match.

The Governmental Entity authorizes RPCGB to engage a third party consultant(s) that has been approved by the City to assist in performing the Scope of Work. The RPCGB is responsible for supervising, managing and paying any third party consultant for any services it performs so that the Project may be completed in the orderly flow of the work.

2. **Compensation.** The parties agree that the total Project cost is \$59,991.10 (including the local match), and that the RPCGB will receive that total amount in consideration for its performance of the services contemplated herein. The payment of this amount shall constitute full and complete compensation for the services to be provided by RPCGB directly, by its consultants or otherwise secured by RPCGB for the Project, and includes all expenses arising from the performance of this Agreement.

3. **Payment by City.** The City shall make payment to RPCGB for services in one (1) lump sum installment of \$11,998.22 (the local match) within thirty (30) days after the receipt of invoice from the RPCGB. If this compensation is not paid when due, RPCGB shall not engage in the provision of the contemplated services nor shall RPCGB employ third party consultant(s) for the Project until such time as payment is made. If after a period of sixty (60) days from the date of invoice the compensation is not paid, the Governmental Entity acknowledges that it may forfeit all claims to the awarded amount for the Apple grant for the Project.

Upon the successful completion of the Project and the generation of the contemplated grant funds, the City agrees to execute appropriate documents and otherwise cooperate with the RPCGB so it can receive those funds in consideration for the balance of the total Project costs payable to it for its services.

4. **Time of Performance.** The RPCGB shall commence its performance of services immediately after the receipt of payment by the Governmental Entity, and the RPCGB shall complete Project in accordance with the schedule set forth in Exhibit A.

5. **Financial Records.** RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by the Governmental Entity in accordance with this Agreement. RPCGB shall allow the Governmental Entity to examine, copy, and audit all such books, records and procedures upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement. The obligations in this provision shall survive the termination of this Agreement.

6. **Political Activity.** No portion of any funds to be paid by the Governmental Entity to RPCGB for the services contemplated herein shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

7. **Qualified Personnel.** RPCGB represents that it employs or will engage all personnel required to perform the services made the subject to this Agreement. Any such personnel shall not be employees of or have any contractual relationships with the Governmental Entity relative to the Project, and all such personnel shall be reasonably qualified to perform the services assigned to them.

8. **Cooperation.** All information, data, reports, records and maps as are available, existing and necessary for performing the contemplated work shall be assembled for the Governmental Entity by RPCGB or the third party consultant(s) employed by it. The Governmental Entity agrees to cooperate with RPCGB and the third party consultants(s) employed by RPCGB in all reasonable ways to allow them to conduct their planning and development work without undue delay.

The RPCGB and Governmental Entity will ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the State of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed, or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement,

the RPCGB and Governmental Entity agree that their agents, servants, officers, officials, and employees, in both their official and individual capacities, shall not discuss, disclose, use, publish, or release the data provided pursuant to the above referenced request without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT, or should an attempt be made to use the data in an action for damages against the State of Alabama, ALDOT, its officials or employees' access to data shall terminate immediately. The State of Alabama and ALDOT expressly reserve the right under 23 U.S.C. § 409 to object to the use of the data, any opinions drawn from the data, and to recover damages caused by the improper and unauthorized release of the data.

9. **Ownership of Data.** The Governmental Entity shall retain title to and all ownership rights of all data and content provided by it to RPCGB for the Project, including but not limited to geographic information systems, databases, maps, multimedia or images (graphics, audio and video), text and the like provided by the Governmental Entity. The City grants RPCGB the right to access and use this content for the purpose of complying with its obligations under this Agreement.

10. **Ownership of Work Product.** Upon completion of the work or elements thereof that are described in the attached Scope of Work, all reports, data, artwork, maps, stencils, negatives, plates and other supporting materials prepared by RPCGB as a part of such work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials of the Governmental Entity.

11. **Substantial Changes by City in Final Work Product.** If the City makes any substantial changes to the final work product after the Governmental Entity has taken delivery and accepted that product, those changes shall not be attributed by the City to the RPCGB. Substantial changes are defined as changes to plan content, policy and physical development recommendations, regulations, codes, and ordinances that diminish the intent and ability of the plan document to achieve its stated goals as agreed to and accepted by the Governmental Entity.

12. **Assignment/No Third Party Beneficiaries.** Neither party may assign this Agreement, or any of its rights, benefits or obligations herein, without the prior written consent of the other party. Further, this Agreement does not confer, and is not intended to create, any rights or benefits for any third party that is not a signatory to this Agreement.

13. **Equal Employment Opportunity.** In performing the work, RPCGB and its third party consultant(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age or disability.

14. **Termination.** If RPCGB fails to perform any of its material obligations under this Agreement in a timely and proper manner, or if RPCGB shall violate any of the covenants, agreements, or stipulations of this Agreement, the Governmental Entity may give written notice of that breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity within thirty (30) days following RPCGB's receipt of such written notice, Governmental Entity may terminate this Agreement upon written notice to RPCGB. In the event of such termination, the Governmental Entity shall be entitled to a refund from RCPGB of any compensation paid by the City that is not earned by RCPGB for services that it did not perform by the effective date of termination.

15. **Relationship of the Parties.** The RPCGB is an independent contractor of the City, and nothing contained in this Agreement shall be deemed to create any agency, joint venture, partnership or employer/employee relationship between them. Neither party shall

have the right or power to commit, contract for or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state or local taxes or withholdings for RPCGB's employees. Governmental Entity shall have no right to control or direct the details, manner or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

16. **Notices.** Any notice to a party hereunder that is contemplated in this Agreement shall be in writing and deemed given when it is either (a) personally delivered, or (b) sent by certified or registered mail, return receipt requested, to

If to RPCGB:

Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
Two 20th Street North, Suite 1200
Birmingham, Alabama 35203
Attention: Michael Kaczorowski

If to Governmental Entity:

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213
Attention: Sam Gaston - City Manager

or at such other address as either party may advise the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements, negotiations and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement effective as of the date and year first above written.

City of Mountain Brook, Alabama

By: _____

Its: _____

Regional Planning Commission of Greater Birmingham

By: _____
Charles E. Ball

Its: _____
Executive Director

Exhibit A – Scope of Work

Mountain Brook Sidewalks Feasibility Study: APPLE

Project Summary

The Mountain Brook Sidewalks Study will evaluate the feasibility of constructing proposed sidewalks. The study will develop conceptual drawings that illustrate recommended sidewalk locations, develop an estimate of probable construction costs, provide recommended phasing of projects, and identify potential funding sources for improvements.

The potential sidewalks to be studied are identified in the City's Walkway Master Plan (see attached map). However, the City may choose to study other potential sidewalks that are not identified in the current plan.

PROJECT TASKS

The project tasks and subtasks required to address the scope of work shall include the following:

Task 1: Existing Conditions

- A. Develop base maps using GIS data and aerial photography.
- B. Analyze and assess current conceptual plans and any proposed alignments if they exist.
- C. Conduct field reviews to assess the constraints and constructability.
- D. Perform property research to identify ownership and potential right-of-way acquisitions.
- E. Collect and analyze information of record from various agencies.
- F. Identify existing utilities in the area as necessary.
- G. Conduct additional field reviews as necessary.

Task 2: Concept Plan Development and Evaluation

- A. Assess potential ROW, environmental, and ADA issues.
- B. Prepare recommendations on the phasing and priorities of sidewalks.
- C. Prepare a preliminary opinion of probable cost for the high priority sidewalks.
- D. Prepare for and attend a meeting with Client and Stakeholders to present findings and recommendations.
- E. Revise the plans to incorporate comments that may be received.
- F. Identify potential funding sources.
- G. Prepare a draft Advanced Planning Report document.
- H. Submit the draft document for review.
- I. Revise the Advanced Planning Report document based on comments that may be received.
- J. Submit the final Advanced Planning Report document.

Exhibit A – Scope of Work

Project Schedule

It is intended that the study will progress according to the schedule as shown in the figure below.

Project Schedule

Task	Months					
	1	2	3	4	5	6
1. Existing Conditions	■	■	■			
2. Concept Plan Development and Evaluation			■	■	■	■

Exclusions from Scope of Work

The following services are not included in the scope of services: construction drawings, road or utility engineering designs, and any other services not specifically listed in the project scope. Any Government Entity directed changes to the final plan after the Government Entity's approval of the draft revisions shall be reimbursed in accordance with allocated billing rates in effect at the time the services are performed.

Crash Data Restrictions

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Bicycle and Pedestrian Plans, Congestion Management Process or Plan), and other documents that include narrative or tabular project listings or descriptions. [See Article 8 of the Agreement.]

Regional Planning Commission of Greater Birmingham

Project	Sidewalks Study		
City/County	City of Mountain Brook		
Description	APPLE		
Scope of Work	Planning & Design		
	Regional Planning Commission of Greater Birmingham		
Fee Proposal			
PERSONNEL COST			
			APPLE: man days x daily rate
Michael Kaczorowski Principal Planner/Project Manager	4.50	\$ 225.69	\$ 1,015.61
Total Labor			\$ 1,015.61
Fringe Rate (Total Labor x Fringe Rate)		58.00%	\$ 589.05
Sub-Total (Total Labor + Fringe)			\$ 1,604.66
Indirect Rate (Sub-Total x Indirect Rate)		73.00%	\$ 1,171.40
Total Labor and Indirect (Sub-Total + Indirect Rate)			\$ 2,776.06
Out-of-Pocket Expenses**			
Printing and Travel Costs			\$ 168.04
Total Out-of-Pocket Expenses			\$168.04
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Sain Associates			\$ 57,047
Total Sub-Consultants Cost			\$57,047.00
		TOTAL FEE	\$ 59,991.10
	APPLE		\$ 47,992.88
	Local Match		\$11,998.22
	Total Local Match		\$11,998.22

Project City/County Description Scope of Work	Sidewalks Study						
	City of Mountain Brook						
	APPLE						
	Planning & Design						
Regional Planning Commission of Greater Birmingham							
Sidewalks Study	Man-days						
	Michael Kaczorowski Principal Planner/Project Manager						
	Task 1	1.50					
		1.50	0.00	0.00	0.00	0.00	0.00
	Task 2	3.00					
		3.00	0.00	0.00	0.00	0.00	0.00
	Total	4.50	0.00	0.00	0.00	0.00	0.00

Project	Sidewalks Study				
County	City of Mountain Brook				
Description	APPLE				
Scope of Work	Planning & Design				
	Regional Planning Commission of Greater Birmingham				
Expenses					
TRAVEL COST					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
Public Meetings, Workshops, and Charrettes	2	11	\$0.585	\$	12.87
Site Visits	1	11	\$0.585	\$	6.43
Stakeholder Advisory Group Meetings	2	11	\$0.585	\$	12.87
Other mtgs/deliverables	2	11	\$0.585	\$	12.87
				\$	-
Total Mileage Cost				\$	45.04
Subsistence Cost	Days	# People	\$/Day	Total	
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
	0	0	\$0.00	\$	-
				\$	-
Total Subsistence Cost				\$	-
Total Travel Cost				\$	45.04
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Maps - 24x36	2	1	2	\$ 10.00	\$ 20.00
Plan Poster	2	1	2	\$ 5.00	\$ 10.00
Interim Deliverables (Tech Memos)	2	10	20	\$ 0.50	\$ 10.00
Draft Plan Document	2	40	80	\$ 0.50	\$ 40.00
Final Plan Document	2	40	80	\$ 0.50	\$ 40.00
Final Plan USB Drive	1	1	1	\$ 3.00	\$ 3.00
Total Printing/Reproduction Cost					\$ 123.00

Total Out-of-pocket Expenses	\$ 168.04
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Project No. _____
County Jefferson County
Description Mountain Brook Sidewalks APPLE Study
Scope of Work Evaluate Feasibility of Constructing Proposed Sidewalks
Project Length _____ 0.00 Miles
Consultant Sain Associates, Inc.

CORRIDOR STUDY	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Existing Conditions					
A-1 Develop Study base mapping	0.00	0.00	0.50	2.00	0.00
A-2 Review existing conceptual plans	1.00	0.50	1.50	1.00	0.00
A-3 Property research	0.00	0.00	0.50	2.00	0.00
A-4 Collect and Analyze information of record from agencies	0.00	0.00	3.00	0.50	0.00
A-5 Identify existing utilities	0.00	1.00	1.00	2.00	0.00
A-6 Field Reviews	0.00	2.00	2.00	0.50	0.00
Task A Totals	1.00	3.50	8.50	8.00	0.00
Task B: Concept Plan Development and Evaluation					
B-1 Assess potential ROW, Environmental, and ADA issues	0.00	0.50	2.00	1.00	0.00
B-2 Prepare recommendations on the phasing & priorities	1.00	0.00	2.00	1.00	0.00
B-3 Prepare a preliminary opinion of probable cost for the high priority sidewalks	0.50	0.50	0.25	0.00	0.00
B-4 Prepare for and attend Stakeholder meeting	1.00	0.50	2.00	0.50	0.50
B-5 Revise recommendations per Stakeholder meeting	0.00	0.00	1.00	0.50	0.00
B-6 Identify potential funding sources	0.50	0.00	1.00	0.00	0.25
B-7 Prepare DRAFT Advanced Planning Report	0.00	0.00	5.00	3.00	0.00
B-8 Submit DRAFT Advanced Planning Report	0.00	0.00	0.50	0.00	0.50
B-9 Address comments of DRAFT Advanced Planning Report	0.00	0.00	1.00	0.50	0.00
B-10 Submit FINAL Advanced Planning Report	0.00	0.00	0.50	0.00	0.50
Task B Totals	3.00	1.50	15.25	6.50	1.75
TOTALS	4.00	5.00	23.75	14.50	1.75

Project No. _____			
County Jefferson County			
Description Mountain Brook Sidewalks APPLE Study			
Scope of Work Evaluate Feasibility of Constructing Proposed Sidewalks			
Project Length _____ 0.00 Miles			
Consultant Sain Associates, Inc.			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	2.78	\$ 360.96	\$ 1,003.47
Engineer	4.00	\$ 284.48	\$ 1,137.92
Engineering Technician/CADD	5.00	\$ 204.00	\$ 1,020.00
Environmental	23.75	\$ 369.20	\$ 8,768.50
Environmental Technician	14.50	\$ 306.08	\$ 4,438.16
Clerical	1.75	\$ 156.48	\$ 273.84
	Total Direct Labor		\$ 16,641.89
Combined Overhead (%)	187.20		\$ 31,153.62
Out-of-Pocket Expenses**			\$ 1,740.76
	Sub-Total		\$ 49,536.27
Operating Margin (15%)			\$ 7,430.44
	Sub-Total		\$ 56,966.71
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 56,966.71
Facilities Capital Cost of Money (% of Direct Labor)	0.48		\$ 79.88
	TOTAL FEE		\$ 57,046.59

**See Grand Total Fee sheet

Project No.	_____
County	Jefferson County
Description	Mountain Brook Sidewalks APPLE Study
Scope of Work	Evaluate Feasibility of Constructing Proposed Sidewalks
Project Length	0.00 Miles
Consultant	Sain Associates, Inc.

Out-of-pocket Expenses (Corridor Study)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Field Trips to Mountain Brook Launch to Destination	2	20	\$0.540	\$ 21.60
Study Area Travel	2	20	\$0.540	\$ 21.60
Meeting to present findings (Mountain Brook City)	1	14	\$0.540	\$ 7.56
	0	0	\$0.540	\$ -
Total Mileage Cost				\$ 50.76

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	2	2	\$11.25	\$ 45.00
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 45.00
Total Travel Cost				\$ 95.76

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Materials for Stakeholder Meeting	10	1	3	\$ 15.00	\$ 45.00
Draft Report	5	100	500	\$ 1.40	\$ 700.00
Final Report	5	100	500	\$ 1.40	\$ 700.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 1,445.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
Shipping and Handling of Submittals	\$ 200.00

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses		\$ 1,740.76
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Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM
DATED OCTOBER 24, 2016**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Regional Planning Commission of Greater Birmingham. (“the Contractor”) dated October 24, 2016.

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

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

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

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

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

DATED this 24th day of October, 2016.

**Regional Planning Commission of
Greater Birmingham**

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

RESOLUTION NO. 2016-171

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

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

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

Item	Asset	Description	Notes
Lot 1		(4) Crown Vic rear cages (2) sets Crown Vic rear window bars (2) Crown Vic push bars (3) Crown Vic plastic rear restraint seats	
Lot 2		(5) Crown Vic roof mount light bars (blue) Emergency lighting, sirens, speakers, controls and	
Lot 3		7 consoles, 2 MDTs and mounts Pelco DX 8100 series DVR, 16 channel in\out Pelco DS NVR model # DSNVR04500 Pelco DS Real Vue model # SR321000 Lynksys SRW208MP 8-port 10\100 VGA splitter MSV-102 (4) Pelco sarix cameras Samsung SDC-313 camera Pansasonic XV-CP284 camera Honeywell HB273 camera	Surveillance equip Surveillance equip Surveillance equip Surveillance equip Surveillance equip Surveillance equip Surveillance equip Surveillance equip Surveillance equip
4	5201	Coats tire machine 5060E rim clamp	Public Works
5	13027	2004 Ford F-450 VIN# 1FDXW46P44ED45531	Public Works
6	13073	2003 Dodge Durango VINX#1D4HB4N14F141119	Public Works
7	13112	2004 Ford CV VIN# 2FAFP74W54X133976	Police

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the property above shall be sold by way of public Internet auction, and if not sold, disposed of for scrap value.

ADOPTED: This 24th day of October, 2016.

Council President

APPROVED: This 24th day of October, 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 October 24, 2016, as same appears in the minutes of record of said meeting.

City Clerk



Carr, Riggs & Ingram, LLC
3700 Colonnade Parkway
Suite 300
Birmingham, AL 35243

(205) 933-7822
(205) 933-7944 (fax)
www.cricpa.com

September 30, 2016

City of Mountain Brook
56 Church Street
Mountain Brook, AL 32513

We are pleased to confirm our understanding of the services we are to provide the City of Mountain Brook (the "City") for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund.
- 3) Schedule of Changes in the Net Pension Liability and Related Ratios.
- 4) Schedule of Employer Contributions.
- 5) Other Post-Employment Benefits-Funding Progress and Trend Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

2016-172

- 1) Combining and individual fund statements and schedules.
- 2) Schedule of general fund revenues by source.
- 3) Comparative statements for individual funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Mayor and City Council of the City. We will make reference to DiPiazza, LaRocca, Heeter & Co, LLC's audit of the Mountain Brook Library Foundation in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial

statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report

copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Grantor Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant or Grantor Agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 15, 2016 and to issue our reports no later than January 30, 2017. Jason Harpe is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$31,500 (City) and \$2,000 (Library). Further, an additional fee will be discussed if a Single Audit is required under OMB regulations. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate

our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, L.L.C.

RESPONSE:

This letter correctly sets forth the understanding of the City.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

RESOLUTION NO. 2015-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby grants an underground utility easement to Alabama Power Company, in the form as attached hereto as Exhibit A subject to such minor revisions that may be determined appropriate by legal counsel, with respect to the City's landfill property and proposed public safety training facility.

ADOPTED: This 24th day of October, 2016.

Council President

APPROVED: This 24th day of October, 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 October 24, 2016, as same appears in the minutes of record of said meeting.

City Clerk

EASEMENT – UNDERGROUND

STATE OF ALABAMA
COUNTY OF JEFFERSON
W.E. No. A6173-06-B716

APCO Parcel No. _____

Transformer No. H21522

This instrument prepared by: Dean Fritz

Alabama Power Company
2 Industrial Park Drive
Pelham, AL 35124

KNOW ALL MEN BY THESE PRESENTS, That City of Mountain Brook
as grantor(s), (the "Grantor", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantor in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Alabama Power Company, its successors and assigns (the "Company"), the easements, rights and privileges described below.

The right from time to time to construct, install, operate and maintain upon, under and across the Property described below, all wires, cables, trans closures, transformers, conduits, fiber optics, communication lines and other facilities useful or necessary in connection therewith (collectively, the "Facilities"), for the underground transmission and distribution of electric power and communications, along a route selected by the Company which is generally shown on the Company's drawing attached hereto and made a part hereof and which is to be determined by the locations in which the Company's Facilities are installed, such drawing showing the general location of underground facilities in an area ten feet (10') in width and also the right to clear and keep clear a strip of land extending five feet (5') from each side of said Facilities. Grantor hereby grants to the Company all easements, rights and privileges necessary or convenient for the full enjoyment and use thereof, including without limitation the right of ingress and egress to and from the Facilities and the right to excavate for installation, replacement, repair and removal thereof; and also the right to cut, remove and otherwise keep clear any and all structures, obstructions or obstacles of whatever character, on, under, adjacent to, and above said Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean, the following real property situated in Jefferson County, Alabama (the "Property"): See Exhibit "A" attached hereto and made a part hereof.

In the event it becomes necessary or desirable for the Company from time to time to move any of the Facilities in connection with the construction or improvement of any public road or highway in proximity to the Facilities, Grantor hereby grants to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate the Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time. This grant and agreement shall be binding upon and shall inure to the benefit of Grantor, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantor" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the said Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor, has caused this instrument to be executed by _____, its authorized representative, as of the 24th day of OCTOBER, 2016.

ATTEST (if required) or WITNESS:

City of Mountain Brook
(Grantor – Name of Corporation/Partnership/LLC)

By: _____

By: _____ (SEAL)

Its: CITY CLERK

Its: _____
[Indicate: President, General Partner, Member, etc]

Parcel Number: _____

For Alabama Power Company Corporate Real Estate Department Use Only Parcel No: _____

All facilities on Grantor: _____ Station to Station: _____

CORPORATION/LLC NOTARY

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, STEVEN L. BOONE, a Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of City of Mountain Brook, a municipality, is signed to the foregoing instrument, and who is known to me, has acknowledged before me on this day that, being informed of the contents of this instrument, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said municipality.

Given under my hand and official seal, this the 24th day of OCTOBER, 2016.

[SEAL]

Notary Public

My commission expires: APRIL 17, 2017

WE# A6173-06-B716

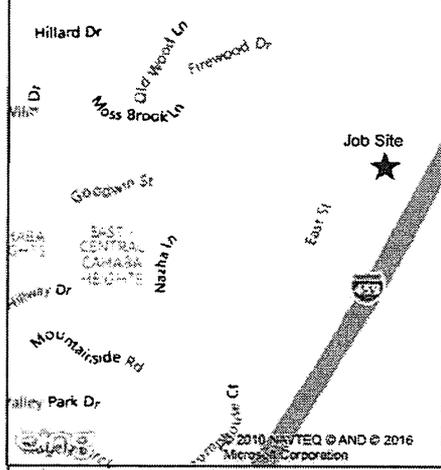
Parcel # _____

EXHIBIT "A"

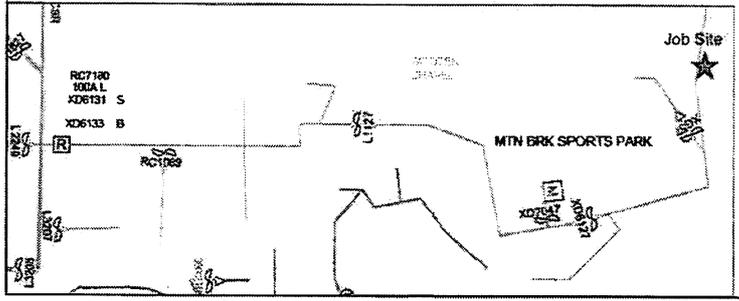
A portion of a parcel of land located in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 14, Township 18 South, Range 2 West, in Jefferson County, Alabama and more particularly described as follows:

Beginning at a point at the Northwest corner of the Northeast $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 14, Township 18 South, Range 2 West, run in a Southeasterly direction a distance of 1110 feet, more or less, to a point; thence turn right and run in a Southwesterly direction a distance of 44 feet, more or less, to a point; thence turn slight right and run again in a Southwesterly direction a distance of 2148 feet, more or less, to a point; thence turn right and run North a distance of 1907 feet, more or less, to the Point of Beginning. Said parcel being approximately 23.82 acres.

Customer City of Mountain Brook	Location 3579 East Street	Crntd. Svc Date 10/30/2016	County Jefferson	Section 14	Township 18S	Range 02W	Add'l Info.	Estimate No. A6173-06-B716
Division BIRMINGHAM	District PATTON CHAPEL	Town MOUNTAIN BROOK	UserID JOWENS	Created: 10/19/2016	Substation Briarcliff DS		MISSALL#	Y- XD6127



Contact info: Johnny Harris
205-902-3809
jharris@mtnbrook.org



Joslynn Owens - Distribution Engineer
Office: 205-226-1793
Radio: 10*11408
jowens@southernco.com

ENERGIZED LINE WORK
Sub: Briarcliff DS
OCB/OCR: RC7160

Loc 1	Transformer Loading
-----------------	----------------------------

ALABAMA POWER SOUTHERN COMPANY	Voltage	
	Pri 12 KV	Sec 120/240V

Notes:
1Ø 120/240V, 100A main size.
Loading is based on 1600 sq. ft. storage building.
Customer is to trench and install (2) 5" conduits.
Meter: 200 A, 1Ø Maximo #438264

EAST ST
3840 1459

Storage Building

LOCATION1:
I: 2" SVC RISER
I: #6 CU ENH GND
I: 60' #1/0 UTA
Customer is to trench and install (2) 5" conduits with 30" of cover.

INTERSTATE 459
INTERSTATE 459

3750 CAHABA HEIGHTS RD

RESOLUTION NO. 2016-174

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Chief of Police of the City is hereby authorized and directed, for and on behalf of the City, to enter into an Asset Forfeiture Equitable Sharing Agreement between the Jefferson County District Attorney's Office, the Vestavia Hills Police Department and the United States Secret Service Financial Crimes Task Force, Birmingham Alabama, in the form as attached hereto as Exhibit A, with respect to the City's participation in a joint white-collar crime investigation task force.

ADOPTED: This 24th day of October 2016.

Council President

APPROVED: This 24th day of October 2016.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on October 24, 2016, as same appears in the minutes of record of said meeting.

City Clerk

OFFICE OF THE DISTRICT ATTORNEY



BRANDON K. FALLS
District Attorney
Tenth Judicial Circuit

TELEPHONE
(205) 325-5252

FAX
(205) 325-5266

801 RICHARD ARRINGTON, JR. BLVD. N.
BIRMINGHAM, ALABAMA 35203-23

ASSET FORFEITURE EQUITABLE SHARING AGREEMENT

PARTIES

This Asset Forfeiture Equitable Sharing Agreement (“Agreement”) is by and between the Jefferson County District Attorney’s Office, in its capacities as an investigatory agency and as counsel representing the State of Alabama, the Vestavia Hills Police Department, the Mountain Brook Police Department, and the United States Secret Service, as parties to the Jefferson County Regional Financial Crimes Task Force (“Task Force”), as well as any and all agencies or entities that become party to the Task Force at a date yet to be determined. This Agreement is intended to create an equitable division of any and all assets forfeited as a result of Task Force operations and/or investigations. The term and scope of this Agreement is limited to the Task Force and those civil asset forfeiture proceedings filed in the Circuit Court of Jefferson County, Alabama, Birmingham Civil Division.¹

Additional agencies or entities shall be added to this Agreement by Amendment and without the execution of those parties already subject to the Agreement. Each party to the Agreement acknowledges that upon execution of an appropriate Amendment to this Agreement by an additional agency or entity, the terms of the Agreement shall be modified to include that agency or entity. As such, the Agreement and all Amendments thereto may be executed in any number of counterparts, each of which shall be an original, but all of which when taken together shall constitute one instrument. With the exception of the addition of agencies, all other terms of this Agreement may be modified only with the express mutual consent of the parties herein.

¹ Any and all forfeitures proceedings filed in United States District Court or in a court of another state shall be governed by separate agreements. Any and all forfeiture proceedings filed in another Circuit Court of the State of Alabama shall be governed first by individual agreement with the District Attorney’s Office for the appropriate division or county, after which any remaining assets shall be distributed in accordance with this Agreement.

SEIZURES

The Jefferson County District Attorney's Office, in its capacity as counsel for the State of Alabama ("District Attorney"), shall initiate, or coordinate the initiation of any and all civil asset forfeiture proceedings for assets lawfully seized as a result of investigations made by the Task Force under the following sections of Alabama law:

- General Forfeiture Act – Ala. Code § 15-5-60;
- Alabama Drug Profits Forfeiture Act – Ala. Code § 20-2-93;
- Weapons Forfeiture – Ala. Code § 13A-11-84;
- Public Assistance Fraud – Ala. Code § 13A-9-150;
- Alcohol Violations – Ala. Code § 28-4-250 & 28-4-285;
- Gambling Violations – Ala. Code § 13A-12-30;
- Obscene Materials & Child Pornography – Ala. Code § 13A-12-200 & 13-12-198; and
- Human Trafficking – Ala. Code § 13A-6-156.

RESPONSIBILITY OF THE DISTRICT ATTORNEY

The responsibilities of the District Attorney shall include, but are not limited to, initiation of litigation; payment of initial expenses, including deposition fees, out-of-state filing fees, certified mail fees, and copy costs;² completion of discovery, including preparation of interrogatories, requests for admissions, motions for production, and deposition attendance; establishment of quality assurance standards, as well as asset seizure guidelines; preparation of trial briefs and research any issues of first impression; preparation of a *Notice of Lis Pendens* in the case of real property; coordination of efforts of parallel criminal proceedings; attendance at all hearings and trials; preparation of affidavits and applications and/or motions for default judgment; preparation of dispositive motions; preparation of proposed orders on default judgments or other judgments as directed by the Court; the coordination of any and all necessary appeals; and storage and final distribution of any and all United States Currency seized as result of Task Force operations or investigations.

RESPONSIBILITY OF THE LAW ENFORCEMENT AGENCIES

The responsibilities of the agencies subject to this agreement shall include, but are not limited to, seizure of appropriate assets; notification of the District Attorney of all forfeitures to be filed in a Circuit Court of the State of Alabama in a timely fashion, with sufficient information to allow the District Attorney to evaluate whether forfeiture is appropriate, and when applicable, with ample time to make arrangements for case filings in the appropriate

² In accordance with the terms of this Agreement, said expenses shall be divided equally among the Agencies at the conclusion of each civil asset forfeiture proceeding.

jurisdiction;³ creation of documentation and photographs of all assets seized; identification of any liens/lien holders on vehicles, real property and/or other secured asset seized; storage of seized assets and personal property;⁴ protection of seized items from loss, theft, vandalism, or misuse; maintenance of seized assets to prevent excessive and/or avoidable deterioration of the assets; and assistance at hearings/trial if necessary, including providing appropriate documentation, attendance and the giving of testimony.

DIVISION OF EXPENSES AND FEES

Any and all fees and expenses incurred as a result of Task Force investigations or operations, and related to civil asset forfeiture proceedings filed in the State of Alabama, shall be divided equally among the agencies party to this Agreement at the inception of the underlying criminal investigation or operation. No party shall incur any expense for an investigation or operation which began prior to their execution of this Agreement or appropriate Amendment thereto.

Though the District Attorney shall incur all pre-judgment expenses and fees related to the civil litigation, such fees and expenses are to be reimbursed by the other parties to this Agreement at the conclusion of the civil matter. Accordingly, the District Attorney shall equally contribute to the payment of post-judgment and/or post-trial expenses, including, but not limited to, court costs. Likewise, any investigatory fees or expenses are to be divided equally between the Agencies at the conclusion of the underlying criminal investigation or operation.

DIVISION OF PROCEEDS

As no party is responsible for expenses or fees related to Task Force investigations or operations which began prior to their entrance into this Agreement, no party shall receive financial benefit from Task Force investigations or operations which began prior to its entrance into this Agreement or appropriate Amendment thereto, unless otherwise ordered by the Court. As such, for the purposes of the *Division of Proceeds*, the term “Agencies” refers exclusively to an agency or those agencies party to this Agreement at the inception of the underlying criminal investigation or operation.

³ Applicable to cases to be filed in any Circuit Court of the State of Alabama, other than the Circuit Court of Jefferson County, Birmingham Civil Division.

⁴ All United States Currency is to be transferred and held by the District Attorney pending resolution of the civil forfeiture proceeding. Real property is to remain in the custody of the owner of record, pending case disposition and orders of the Court. The storage location/storing agency of all miscellaneous personal property and/or other tangible things (firearms, vehicles, gambling devices, etc.), including gift and/or pre-paid cards, shall be determined on a case by case basis.

Unless otherwise directed by the law of the State of Alabama, the District Attorney shall recommend an equal sharing and division of any and all proceeds between the Agencies. United States Currency may be divided between Agencies within an Order of the Court, however real property, miscellaneous personal property, and/or other tangible things⁵ shall be awarded to one of the Agencies. Unless otherwise noted below, such property may be sold at public auction;⁶ retained for official use of the Task Force or the official use of the agency to which it is awarded; donated to a non-profit organization, or destroyed in accordance with the law.⁷

Unless otherwise directed by the law of the State of Alabama, as noted below, the agency to which real property, miscellaneous personal property, and/or other tangible thing is awarded, as well as the fate of such property shall be determined by mutual agreement of the Agencies on a case by case basis. All negotiations of agency award designation should be completed prior to the District Attorney's recommendations to the Court. No agency may retain any item of real property, miscellaneous personal property, and/or other tangible thing without the express consent of all other Agencies. However, the agency to which the property is awarded may provide monetary compensation to another agency or agencies, or otherwise negotiate with another agency or agencies to resolve such disputes.

Specifically, the District Attorney shall make the following recommendations to the Court with regard to the distribution and division of proceeds:

1. General Forfeiture Act

- a. Upon condemnation, the District Attorney shall recommend an equal division of currency among the Agencies.
- b. Upon condemnation, the District Attorney shall request that said real property be awarded to one of the Agencies. Once awarded, said real property may be sold at public auction; retained for official use of the Task Force or the official use of the agency to which it is awarded; or destroyed in accordance with the law.
- c. Upon condemnation of vehicles and/or all other property not listed above, with the exception of weapons, the District Attorney shall request that said property be awarded to one of the Agencies. Once awarded, said property may be sold at public auction; retained for official use of the Task Force or the official use of the agency to which it is awarded; or destroyed in accordance with the law.

⁵ Such as vehicles, or other conveyances, gift and/or prepaid cards, retail merchandise, etc.

⁶ Unless otherwise noted, the proceeds of all real property, miscellaneous personal property, and/or other tangible sold at auction shall be divided equally between the Agencies.

⁷ Specifically, the division of gift and/or pre-paid cards shall adhere to the submission protocol as provided in Attachment 1.

2. **Drug Profits Act:** Any such forfeitures shall be distributed in the manner set forth in Section 1 (General Forfeiture Act) above.
3. **Weapons Forfeiture:**⁸ Upon condemnation, the District Attorney shall request that said weapon(s) be awarded to one of the Agencies. Once awarded, weapons may be retained for official use of the Task Force or the use of the agency to which it is awarded; or destroyed in accordance with the law.⁹
4. **Public Assistance Fraud:** Any such forfeitures shall be distributed in the manner set forth in Section 1 (General Forfeiture Act) above.
5. **Alcohol Violations:**
 - a. Currency may NOT be seized in an alcohol violation proceeding.
 - b. In accordance with the law of the State of Alabama, upon condemnation, said forfeited alcoholic beverages shall be destroyed.
 - c. In accordance with the law of the State of Alabama, upon condemnation, any real-property which is subject to forfeiture shall be sold at auction, with the proceeds first to be used for the payment of all related expenses and fees incurred by the Agencies. The remainder, if any, shall be divided equally between the law-enforcement fund of the State of Alabama, to be used and applied on the enforcement of state laws under the supervision and control of the Governor, and the general fund of each county or municipality represented by the Agencies.
 - d. Vehicles and all other property not listed in sub-sections 5(a)-5(c) shall be sold at auction, with the proceeds to be distributed in the manner set forth in sub-section 5(c) above.
6. **Gambling Violations:**
 - a. In accordance with the law of the State of Alabama, upon condemnation, Currency used as bets or stakes in gambling activity shall be forfeited to the general fund of the State of Alabama, after payment of all related expenses and fees incurred by the Agencies.
 - b. Condemned illegal gambling devices shall be ordered destroyed or otherwise distributed in accordance with the law.
 - c. Vehicles and all other property not listed in sub-sections 6(a)-6(b) shall be distributed in the manner set forth in sub-section 1(c) (General Forfeiture Act) above.

⁸ Including, but not limited to, firearms.

⁹ Note: Weapons **may not** be sold.

7. Obscene Materials & Child Pornography:

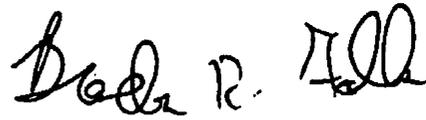
- a. In accordance with the law of the State of Alabama, upon condemnation, the court shall order that all proceeds first to be used for the payment of all related expenses and fees incurred by the Agencies. The remainder, if any, shall be divided equally between the general funds of each county or municipality represented by the Agencies.
- b. Condemned obscene material and material which is harmful to minors shall be ordered destroyed in accordance with the law. Where the court orders the forfeiture of one copy of an expressive material, it may also order the seizure and forfeiture of all other copies of such expressive material of the defendant which is subject to forfeiture.
- c. In accordance with the law of the State of Alabama, upon condemnation, any article, equipment, machine, materials, matter, vehicle or other thing whatsoever used in the commercial production, transportation, dissemination, display or storage of any obscene matter shall be distributed in the manner set forth in sub-section 5(c) (Alcohol Violations) above.
- d. In accordance with the law of the State of Alabama, upon condemnation, the court shall order that all proceeds or receipts not specifically listed in sub-sections 7(a)-7(c) be sold and distributed in accordance with sub-section 7(a) above.

8. Human Trafficking:

- a. In accordance with the law of the State of Alabama, upon condemnation, said currency shall first be used to pay restitution to trafficking victims and subsequently to pay any damages awarded to victims in a civil action. After payment of all related expenses and fees incurred by the Agencies, any remaining assets shall be remitted to funding the Alabama Crime Victims Compensation Fund.
- b. In accordance with the law of the State of Alabama, upon condemnation, all other profits or proceeds and any interest in property acquired or maintained through the offense of human trafficking shall be sold and distributed in accordance with sub-section 8(a) above.

(Signatures Follow)

I, Brandon K. Falls, District Attorney for the Tenth Judicial Circuit of Alabama do hereby agree to and accept the terms of the foregoing Asset Forfeiture Equitable Sharing Agreement on this the 4TH day of OCTOBER, 2016.



BRANDON K. FALLS
District Attorney
Tenth Judicial Circuit of Alabama
801 Richard Arrington Jr. Blvd North
Birmingham, Alabama 35203

I, Dan Rary, as Chief of Police for the Vestavia Hills Police Department do hereby agree to and accept the terms of the foregoing Asset Forfeiture Equitable Sharing Agreement on this the _____ day of _____, 2016.

DAN RARY
Chief of Police
Vestavia Hills Police Department
1032 Montgomery Highway
Vestavia Hills, Alabama 35216

I, Ted Cook, as Chief of Police for the Mountain Brook Police Department do hereby agree to and accept the terms of the foregoing Asset Forfeiture Equitable Sharing Agreement on this the 24TH day of Aug, 2016.



TED COOK
Chief of Police
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, Alabama 35213

I, Nicholas E. Steen II, as Assistant Special Agent in Charge for the United States Secret Service, do hereby agree to and accept the terms of the foregoing Asset Forfeiture Equitable Sharing Agreement on this the _____ day of _____, 2016.

NICHOLAS E. STEEN II
Assistant Special Agent in Charge
United States Secret Service

Attachment 1: Protocol for Submission and Division of Gift and/or Pre-Paid Cards

Gift and/or Pre-Paid Cards (“Gift Cards”) are seized by Task Force

Evaluation for Service of Process by Task Force: Defendants that are cooperating with the Task Force, reside locally, or are otherwise easily located may be served at a later date. All others, especially those living out of State, should be served immediately.

If the Defendant may be served at a later date:

Gift Cards are photographed and inventoried; card types, card numbers, and value is determined/documentated by Task Force.

Gift Cards are stored by one of the Agencies in a secure evidence locker or other secured storage location. The Civil Division of the District Attorney’s Office (“Civil Division”) shall, *under no circumstances*, accept physical custody of Gift Cards.

Agencies shall negotiate and pre-determine the appropriate recommended division of physical Gift Cards, identifying cards to be awarded to each agency by their issuing bank/store and last four digits of card number. If the cash value of **ONE CARD** is to be divided post-award, a plan for division shall be determined. Negotiations shall be documented *in writing*, and approved by the commanding officer of the Task Force, or his designee.

Forfeiture Packet is prepared and delivered to the Civil Division. Forfeiture **MUST** be submitted *in writing within 30 days of seizure*. Documentation is to include **ALL** card types, card numbers, and value of each card, as well as a copy of the predetermined division of proceeds to be recommended.

FORFEITURE CASE IS FILED:

Defendant Served Personally by Task Force or Certified Mail by Civil Division; Litigation of Case

CONCLUSION OF FORFEITURE CASE:

Civil Division shall forward the Final Judgment or Settlement Agreement to the Task Force for distribution of assets in accordance with Court Order. Civil Division shall also provide written releases for distribution of cards.

Gift cards retrieved by storing agency, and distributed in accordance with the Order, while maintaining chain of custody through execution of written releases. Any and all Gift Cards awarded to the District Attorney’s Office shall be transported *directly* by Task Force Investigators to the Business Manager for the DA’s Office, or other designated member of office personnel designated by the Business Manager in her absence.

If the Defendant must be served immediately:

Count Gift Cards

Contact the Civil Division of the District Attorney’s Office (“Civil Division”) **IMMEDIATELY** for case filing.

FORFEITURE CASE IS FILED:

Defendant served personally by Task Force

Civil case is on-going. Meanwhile, Gift Cards are photographed and inventoried; card types, card numbers, and value is determined/documentated by Task Force.

Gift Cards are stored by one of the Agencies in a secure evidence locker or other secured storage location. The Civil Division shall, *under no circumstances*, accept physical custody of Gift Cards.

Within 30 days of civil case filing, Agencies shall negotiate the appropriate recommended division of physical Gift Cards, as prescribed by the previous column. If the cash value of **ONE CARD** is to be divided post-award, a plan for division shall be determined. Negotiations shall be documented *in writing*, and approved by the commanding officer of the Task Force, or his designee.

Forfeiture Packet is prepared and delivered to the Civil Division. Forfeiture **MUST** be submitted *in writing within 30 days of case filing*. Documentation is to include **ALL** card types, card numbers, and value of each card, as well as a copy of the determined division of proceeds to be recommended. **NOTE: The Civil Division CANNOT make a recommendation to Court until the Forfeiture Packet, with division of assets, is received.**

CONCLUSION OF FORFEITURE CASE:

Civil Division shall forward the Final Judgment or Settlement Agreement to the Task Force for distribution of assets. Civil Division shall also provide written releases for distribution of cards. Cards are retrieved and distributed in accordance with procedures prescribed by the previous column.

MEMORANDUM OF UNDERSTANDING

BETWEEN JEFFERSON COUNTY REGIONAL FINANCIAL CRIMES TASK FORCE (JCFCTF)

AND

MOUNTAIN BROOK POLICE DEPARTMENT

I. INTRODUCTION

The United States Secret Service has established the Jefferson County Regional Financial Crimes Task Forces (JCFCTF). The concept of the JCFCTF is to bring together not only federal, state, and local law enforcement, but also private industry to combat financial crimes and commercial loss in the Jefferson County/Northern Alabama communities. The common purpose is the prevention, detection, mitigation and aggressive investigation of attacks on the area's financial institutions, commercial businesses, and – with cooperation and in conjunction with the local ECTF - infrastructure.

II. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to outline the relationship between the JCFCTF and Mountain Brook Police Department for membership in the NAFCTF to include the responsibilities to be up held by each organization.

III. GOAL

While the Secret Service leads this innovative effort, the agency believes in partnerships with strong emphasis on prevention and education, in addition to traditional law enforcement measures. The Secret Service will combine with other task force partners to provide resources and investigative techniques to the JCFCTF mission, as well as, facilitating and administering task force operations. Other law enforcement agencies bring additional criminal enforcement jurisdiction, resources, manpower, and expertise to the JCFCTF mission. Representatives from private industry also enhance the mission by bringing a wealth of technical expertise and research capabilities.

The ultimate goal of the JCFCTF will be to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants can be combined to effectively and efficiently make a significant impact on financial crimes.

IV. SPECIFIC RESPONSIBILITIES

1. The JCFCTF will work to provide and maintain training to Mountain Brook Police Department personnel assigned to the task force.

2. The JCFCTF will also provide a work space as necessary for assigned Mountain Brook Police Department personnel. Those task force members will also have full access to NAFCTF operational facilities and equipment.
3. The NAFCTF will arrange and assist with providing Federal Special Deputation under the United States Marshal, Northern District of Alabama, for Mountain Brook Police Department personnel assigned to the JCFCTF. Those Mountain Brook Police Department personnel who receive Special Deputation will also be provided with access to certain US Secret Service systems for case management and credit.
4. The Mountain Brook Police Department will provide personnel to the JCFCTF in a capacity deemed most beneficial to Mountain Brook Police Department and the JCFCTF. The JCFCTF recognizes the important role of manpower management on law enforcement agencies, and as such, does not require task force members to be "full-time" or solely dedicated to the JCFCTF mission. However, the Mountain Brook Police Department recognizes that a regular failure to provide assistance or manpower to the JCFCTF may result in a reduction of access, reduction of support, or removal from the JCFCTF.
5. The Mountain Brook Police Department will agree to provide assistance, where possible, in the furtherance of JCFCTF investigations, including those that may not directly impact Mountain Brook Police Department. The Mountain Brook Police Department will also agree to provide statistical data, upon request, related to the work of its personnel assigned to the JCFCTF.

V. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Mountain Brook Police Department and the JCFCTF. Such amendment is effective upon the date of approval.

VI. POINTS OF CONTACT

United States Secret Service
Birmingham Field Office:

Billy R. Witherington
Assistant to the Special Agent in Charge
15 20th Street South
Suite 1125
Birmingham, AL 35233
(205) 731 – 1144

T.C. Mayfield
Special Agent
JCFCTF Coordinator
15 20th Street South
Suite 1125
Birmingham, AL 35233
(205) 731 – 1144

Mountain Brook Police Department:

Chief Ted Cook

Above Memorandum of Understanding between Mountain Brook Police Department and the Jefferson County Regional Financial Crimes Task Force is agreed upon and approved by:


Michael A. Williams, SAIC
U.S. Secret Service
Birmingham Field Office

Ted Cook, Chief
Mountain Brook Police Dept
Mountain Brook, Alabama

8/10/16
Date

Date

ORDINANCE NO. 1963

AN ORDINANCE TO AMEND SECTION 54-1(b) OF THE MOUNTAIN BROOK MUNICIPAL CODE PERTAINING TO THE DECLARATION OF WATER SERVICE EMERGENCY

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

Section 1. Section 54-1(b) of the Mountain Brook Municipal Code, "*Water service emergency; certain uses of water prohibited when emergency declared; enforcement; penalty for violation*", is hereby amended to state as following:

"Declaration of emergency by the mayor. Whenever, upon request of the board or upon other determination by the mayor in consultation with such officials as he deems appropriate, the mayor determines that a water service emergency exists in the city and the mayor issues and publishes a declaration of the existence of such water service emergency, this section shall become effective immediately upon the publication of such declaration in a daily newspaper of general circulation by posting in in the same manner as ordinances are required to be published under state law in the city."

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

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

Section 4. Effective Date. This ordinance shall become immediately upon publication as provided by law.

ADOPTED: The 24th day of October, 2016.

Council President

APPROVED: The 24th day of October, 2016.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on October 24, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on October 25, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

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

Gilchrist Pharmacy, 2805 Cahaba Road
Cahaba River Walk, 3503 Overton Road

City Clerk

DECLARATION OF WATER SERVICE EMERGENCY

WHEREAS, on October 19, 2016, the Birmingham Water Works Board implemented its Stage 3 Drought Warning of its Drought Management Plan due to a continued lack of rainfall, increased water usage and low lake levels; and

WHEREAS, the City has adopted, by reference, the Drought Management Plan of the Birmingham Water Works Board; and

WHEREAS, watering guidelines under the Stage 3 Drought Warning issued by the Birmingham Water Works Board are no longer voluntary but mandatory; and

WHEREAS, the Water Works Board asks that counties and cities implement and enforce Drought Management Ordinances;

AS MAYOR OF THE CITY OF MOUNTAIN BROOK, ALABAMA, I HEREBY DECLARE THAT A WATER SERVICE EMERGENCY EXISTS and that the provisions of Ordinance No. 979 (Sec. 9-10.1 of the *City Code*) shall be enforced by law enforcement officials of the City of Mountain Brook effective immediately upon publication as provided by law. Said enforcement shall continue until such time that the Birmingham Water Works Board declares that the Stage 3 Drought Warning is no longer warranted.

Declared this 19th day of October, 2016, by:



Lawrence T. Oden, Mayor

Synopsis of Restrictions and Penalties for Violations (City Code Sec. 54-1)

Certain water uses prohibited

1. Watering yards
2. Washing mobile equipment at home
3. Cleaning outdoor surfaces
4. Cleaning buildings
5. Cleaning equipment and machinery
6. Ornamental fountains
7. Swimming and wading pools not employing a filter and recirculating system
8. Escape through defective plumbing

Penalties

Upon conviction, persons who violate the City's ordinance shall be subject to a fine not to exceed \$500.00 or imprisonment not to exceed 180 days or by both such fine and imprisonment. Each day on which a violation occurs or continues shall be deemed to be a separate offense.

The full text of the ordinance may be viewed on the City's website (www.mtnbrook.org).

2016-175

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 declaration issued by the Mayor of the City of Mountain Brook on October 19, 2016, and published by posting copies thereof on October 25, 2016, at the following public places.

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

Gilchrist Pharmacy, 2805 Cahaba Road
Cahaba River Walk, 3503 Overton Road

City Clerk



**BIRMINGHAM
WATER WORKS**

Directors/Officers

Ronald A. Mims
Chairman/President

Kevin B. McKie, Esq.
*First Vice-Chairman/
First Vice President*

George Munchus, Ph.D.
Secretary-Treasurer

Sherry W. Lewis
Assistant Secretary-Treasurer

William R. Muhammad
Director

Mac Underwood
General Manager

**Assistant
General Managers**

Darryl R. Jones, P. E.
*Operations and Technical
Services*

T. M. Jones, P. E.
Engineering and Maintenance

Michael Johnson, C. P. A.
Finance and Administration

October 18, 2016

Mayor Terry Oden
56 Church St.
Mountain Brook, AL 35213

**RE: Birmingham Water Works to Announce Stage Three – Drought
Warning**

Dear Mayor Oden,

There are parts of central Alabama that have experienced a reduction in rainfall over the last 45 to 60 days. The Cahaba River and Lake Purdy watersheds are in the middle of that dry area and have been designated by the U.S. Drought Monitor as a D3-Extreme Drought zone. The Birmingham Water Works (BWW) withdraws water from four different watersheds; however, the Cahaba River and Lake Purdy watersheds are the smallest and are the primary sources of water that compelled us to enter into various stages of our Drought Management Plan (DMP). We entered into Stage One “Drought Advisory” on September 27th and Stage Two “Drought Watch” on October 6th.

System wide water delivery has gone from 122.8 million gallons per day (MGD) on Friday, October 14th, down to 112.5 MGD on Sunday, October 16th; however, the demand for water increased to 122.5 MGD on Monday, October 17th. Normal water demands for the month of October are approximately 105 MGD. Therefore, with the lack of rainfall in this area and the increase in customer usage, the Birmingham Water Works will announce entering into Stage Three “Drought Warning” on Wednesday, October 19th.

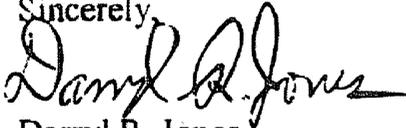
Part of the Stage Three “Drought Warning” phase requires the BWW to reach out to the local municipalities that it serves and ask those cities to activate their drought ordinances. The combined cooperation of your city along with others in the water system should help us meet customers’ needs and reduce the potential of unnecessary hardships during the continued lack of rainfall. Each city’s drought ordinance is designed to assist in reducing the use of water during severe dry weather conditions like the one we’re experiencing now. Stage Three also begins mandatory restrictions and the enforcement of surcharges for customers that continue to use excessive amounts of water. This surcharge, along with your city’s enforcement of your drought ordinances, has proven in the past to be a very effective way to deter excessive water users.

The entire Drought Management Plan is attached for your information; however, key components of the plan are listed here for quick reference.

- The Birmingham Water Works will implement surcharges for excessive water use.
- Municipalities will be requested to adopt and implement their Drought Ordinance and enforce the watering rules within their communities.
- Under the BWB Stage Three “Drought Warning”, customers will be allowed to water established lawns and landscaping one day per week using irrigation systems for no more than a total of one hour.
- Customers without irrigation systems will be allowed to hand water using a hose with a nozzle two days per week.
- New lawns and landscaping are exempt from the day of the week watering restrictions for the first 20 days after installation.
- The washing of personal vehicles shall be suspended unless conducted at a commercial car wash.
- Fire Hydrants. Unless exempted, the use of fire hydrants for any purpose except for firefighting or flushing sewers for health protection purposes shall be suspended.
- Golf courses that are supplied water by BWB are asked to restrict watering to tees and greens only on Mondays, Wednesdays, and Fridays between the hours of 1 a.m. and 5 a.m. This does not apply to golf courses with private water sources.

The complete list of guidelines, detailed measures, and exemptions for the Stage Three “Drought Warning” are provided in the Drought Management Plan.

We will officially announce Stage Three “Drought Warning” on Wednesday, October 19, 2016. Information will be broadcast to the public by various media outlets and press releases at that time. Thank you for your cooperation as we continue to manage this natural weather crisis.

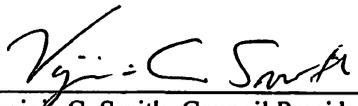
Sincerely,

Darryl R. Jones
Assistant General Manager
Birmingham Water Works Board

RESOLUTION NO. 07-085

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby repeals Resolution No. 01-382 adopted on January 14, 2002, establishing the City's Water Conservation Policy.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City ~~Manager~~ hereby adopts by reference the policies of the Birmingham Water Works Board ("the Board") with respect to its Drought Management Plan, as may be changed from time to time by the Board, attached hereto as Exhibit A for reference.

ADOPTED: This 11th day of June, 2007.



Virginia C. Smith, Council President

APPROVED: This 11th day of June, 2007.



Lawrence T. Oden, 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 June 11, 2007, as same appears in the minutes of record of said meeting.



Steven Boone, City Clerk



Birmingham Water Works Board Drought Management Plan

The Water Works and Sewer Board of the City of Birmingham (the "Birmingham Water Works") has the goal of conserving water supply sources and reducing the effects of dry weather conditions and future droughts to our customers and to its delivery system. As stated in the Birmingham Water Works' Mission Statement, "As a concerned corporate citizen, we are responsive to the needs of the entire community and strive to maintain, preserve, and conserve our precious water resources in order to ensure adequate quality water and supply for future generations."

The Birmingham Water Works is the water provider for the State's largest metropolitan area serving residential, commercial and industrial customers within Jefferson County, and parts of Shelby, St. Clair, Walker and Blount Counties, and is dedicated to the long-term sustainability of the area's water resources. Due to the unpredictable nature of climate and the associated rainfall, it is reasonable and prudent that a Drought Management Plan be available for implementation, when such a need arises. The Birmingham Water Works will use a staged approach in dealing with dry weather conditions and droughts and their associated impacts to the system and customers.

The Birmingham Water Works is committed to taking appropriate steps to avert and, if necessary, mitigate the effects of a water shortage, which could first jeopardize public health, safety and welfare and secondly, cause economic hardships to industry within our service area.

Water conservation by our customers (residential, commercial, wholesale, industrial, and raw water), will be the primary focus of these mitigation efforts. This staged approach will utilize several system and climatological factors including, but not limited to, water demands or usage, reservoir levels and river flows, precipitation deficits, drought indices such as the Palmer Index and the Standardized Precipitation Index, and seasonal drought assessments. Actual values for one or more of the drought indices together with consideration of these other factors, and the best judgment from any and all appropriate professional and scientific disciplines will be utilized for the determination of the operative drought stage.

Prior to initiating Stage 1 of this policy, the Birmingham Water Works will have made system operational modifications or other changes necessary to minimize undue hardship on our customers that may result from implementation of this Drought Management Plan. In addition, public education will continue year round to promote the wise use and conservation of water.

EXHIBIT A



Birmingham Water Works Board Drought Management Plan

Drought Management Strategies

Stage 1. Drought Advisory

The Drought Advisory Stage will be implemented when dry weather conditions are predicted or likely. Public notices and press releases about the dry weather situation will be increased. The purpose of this phase will be to advise customers (including municipal governments) of the potential for dry weather conditions and request voluntary conservation measures. The public will be given notice that the Birmingham Water Works Drought Management Plan has been initiated. Voluntary conservation measures recommended by the Birmingham Water Works are listed below:

Overview

Voluntary conservation measures include but are not limited to:

Reducing watering of lawns, water in early morning, raise the height of your mower, use mulch, consider planting native drought tolerant plants, don't hose down your sidewalk or driveway, use a commercial car wash that recycles water, verify your home is leak free, install a displacement device to reduce the amount of water needed for each flush, store drinking water in the refrigerator, don't let the water run while shaving or washing your face, avoid flushing the toilet unnecessarily

Detailed Measures

1. Reduce the watering of lawns, shrubs, trees and landscaped areas. As a general rule, established lawns do not need to be watered more often than every five to seven days. A hearty rain eliminates the need for watering for up to two weeks. Buy a rain gauge and use it to determine how much water/rain your yard has received.
2. Water lawns during the early morning hours when temperatures and wind speeds are the lowest. This reduces water losses from evaporation.
3. Don't allow sprinklers to water your street, driveway or sidewalk. Position them so water lands on the lawn and shrubs...not the paved areas.
4. Install the most water efficient irrigation devices for each use. Drip and micro-irrigation and soaker hoses are examples of water efficient irrigation methods.
5. During dry weather, raise the height of your mower so that you are cutting your grass at the highest recommended height. A higher cut encourages grass roots to grow deeper, shades the root system and holds soil moisture better than a closely clipped lawn.
6. Avoid over fertilizing your lawn. Fertilizer applications increase the need for water. Apply fertilizers, which contain slow-release, water-insoluble forms of nitrogen.

EXHIBIT A



Birmingham Water Works Board Drought Management Plan

7. Use mulch to retain moisture in the soil. Mulch also helps control weeds that compete with landscape plants for water.
8. Consider planting native plants, drought-tolerant grasses, ground covers, shrubs and trees. Once established, they do not need to be watered as frequently and usually will survive a dry period without watering. Group plants together based on similar water needs. Talk with the County Extension Service or your local nursery.
9. Do not hose down your driveway or sidewalk. Use a broom or blower to clean leaves and other debris from these areas.
10. Use a shut-off nozzle on your hose so that water flows only as needed. When finished, turn it off at the faucet instead of at the nozzle to avoid leaks. Check hose connectors to make sure plastic or rubber washers are in place. Washers prevent leaks.
11. Do not leave sprinklers or hoses unattended. A garden hose can pour out several hundred gallons or more of water in only a few hours.
12. Consider using a commercial car wash that recycles water. If you wash your own car, park on the grass and use a hose with an automatic shut-off nozzle.
13. Verify that your home is leak-free. Many homes have hidden water leaks. Make sure no one in your home is using water and check to make sure the water meter is not moving. If the flow indicator on the water meter is turning, you have a leak.
14. Check for toilet tank leaks by adding food coloring to the tank. If the toilet is leaking, color will appear in the toilet bowl within 30 minutes. Check the toilet for worn out, corroded or bent parts. Most replacement parts are inexpensive, readily available and easily installed. (Flush as soon as test is done, since food coloring may stain tank.)
15. If the toilet handle frequently sticks in the flush position letting water run constantly, replace or adjust it.
16. Install a toilet dam or displacement device such as a bag or bottle to reduce the amount of water needed for each flush. Be sure the installation does not interfere with the operating parts in the tank.
17. Take shorter showers or alternatively take a shower by turning the water on to get wet; turning off to lather up; then turning back on to rinse off. Repeat when washing your hair.
18. Operate automatic dishwashers and clothes washers only when they are fully loaded. Set the water level for the size of load you are using.

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Birmingham Water Works Board Drought Management Plan

19. When washing dishes by hand, fill one sink or basin with soapy water. Quickly rinse under a slow-moving stream from the faucet.
20. Store drinking water in the refrigerator. Don't let the tap run while you are waiting for cool water to flow.
21. Do not use running water to thaw meat or other frozen foods. Defrost food overnight in the refrigerator or use the defrost feature on your microwave.
22. Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.
23. Avoid flushing the toilet unnecessarily. Dispose of tissues, insects and other similar waste in the trash rather than the toilet.
24. Serve water at restaurants only at the request of customers.
25. Refrain from using water for ornamental purposes including fountains, artificial waterfalls, and reflecting pools.

Triggers

- a. Lawn and Garden Index, ranges from -1.5 to -2.0
- b. Palmer Drought Severity Index, ranges from -0.9 to -1.9
- c. Reservoir Elevation Level, ranges from 40 to 21 percentile
- d. Stream flow, ranges from 30 to 21 percentile flows
- e. System Delivery, ranges from 68 to 74 percent capacity

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Birmingham Water Works Board Drought Management Plan

Stage 2. Drought Watch

The Drought Watch Stage will be implemented when dry weather conditions persist or worsen and the voluntary conservation measures requested in Stage 1 have not reduced water demand or usage to sufficient levels in order to sustain the reliability of Birmingham's water resources. The Birmingham Water Works will recommend additional and more restrictive voluntary conservation measures. Recommended conservation measures are listed below.

Overview

Voluntary conservation measures in the Drought Advisory above plus:

Strategies include the use of two days per week even/odd watering, contacting mayors, and calling high volume businesses.

No watering between 10 am & 10 pm for even/odd watering of established lawns, no day of the week restriction for new lawns for the first 30 days, use sponge and bucket for washing personal vehicles, golf courses stagger watering first nine holes 2 days per week and the back nine 2 days 2 days per week, and all nine holes may be watered between 10 p.m. Saturday and 6 a.m. Sunday. Commercial nurseries are exempt from day of the week water but shall restrict the time of day.

Detailed Measures

The following voluntary measures recommended:

1. The irrigation of established lawns and landscaping should be limited such that no watering is conducted between the hours of 10 a.m. and 10 p.m. on each allowable watering day. Addresses ending in an even number should water established lawns and landscaping on Mondays and Thursdays, and addresses ending in an odd number should water on Tuesdays and Fridays. Commercial accounts receiving multiple bills with different addresses should select either the even or odd days.
2. New lawns and landscaping are exempt from the day of the week restrictions for the first thirty- (30) days after installation; however, such watering shall be limited to the minimum necessary. No watering should be conducted between the hours of 10 a. m and 10 p. m. and is limited to only new lawns and plants. Documentation to verify the date of planting shall be made available upon request. Hand watering using hoses with shut-off valves or nozzles is not restricted but should be limited to the minimum amount necessary.
3. Irrigation for the purpose of watering in insecticides, fungicides, and herbicides where such watering is required by the manufacturer or by federal, state, or local law shall not be restricted by days of the week; however, such watering shall be limited to the minimum necessary and should not be conducted between the hours of 10 a.m. and 10 p.m. Documentation to verify the date of application shall be made available upon request.



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4. The washing of personal automobiles, trucks, trailers, mobile homes, campers, boats, or other type motor vehicle or equipment shall be permitted by means of a "bucket" and "sponge" and a hose with a shut-off nozzle.
5. Hosing down of porches, sidewalks, driveways, and other hard surfaces, except for health and safety reasons, should be suspended unless performed by a commercial pressure washer business.
6. Golf courses should water the front nine holes Mondays and Thursday, and the back nine holes should be watered on Tuesdays and Fridays.
7. Commercial nurseries are requested to limit use and only water as needed.
8. Newly constructed or existing public and private swimming pools, which include outdoor hot tubs, spas and jacuzzis may be filled once upon completion. A one-time draining and subsequent re-filling of swimming pools is allowed only for repairs if conditions threaten the integrity of the pool and/or its supporting infrastructure.

Triggers

- a. Lawn and Garden Index, ranges less than -2.0
- b. Palmer Drought Severity Index, ranges from -2.0 to -2.9
- c. Reservoir Elevation Level, ranges from 20 to 14 percentile
- d. Stream flow, ranges from 20 to 11 percentile flows
- e. System Delivery, ranges from 75 to 80 percent capacity

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Birmingham Water Works Board Drought Management Plan

The Drought Warning Stage will be implemented when drought conditions are severely affecting the reliability of water resources and the ability of the Birmingham Water Works to adequately supply and meet future demands or usage requirements of its customers. The Birmingham Water Works will begin implementing surcharges for excessive use. The Birmingham Water Works has successfully utilized a water industry surcharge practice in the past for drought situations and will continue using this mechanism as a means for reducing excessive water use. The Birmingham Water Works will request that the municipalities implement and enforce their Drought Management Ordinance, Warning Stage. Customers will be required to use water conservation measures in order to mitigate the severe effects of the drought. The Drought Management Ordinance (detailed measures) are listed below.

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Overview

Voluntary indoor conservation measures in Drought Advisory and Drought Watch plus:

The Birmingham Water Works Board will implement surcharges for excessive use and Municipalities and Counties will be requested to implement a Drought Management Ordinance.

Two days per week hand watering of established lawns, new lawns exempt from day of week watering for the first 20 days, washing of personal vehicles shall be suspended, fire hydrant use restricted to fire fighting or flushing sewers for health protection, golf courses shall only water greens and tees, commercial nurseries restrict watering to 3 days per week.

Detailed Measures

1. The hand watering of established lawns and landscaping is not allowed during the hours of 10 a.m. and 10 p.m. on the allowable watering day. Addresses ending in an even number should hand-water established lawns and landscaping on Mondays and Thursdays, and addresses ending in an odd number should hand-water on Tuesdays and Fridays.
2. New lawns and landscaping are exempt from the day of the week restrictions for the first twenty (20) days after installation; however, such hand watering shall be limited to the minimum necessary and shall not be conducted between the hours of 10 a.m. and 10 p.m. and is limited to only new lawns and plants. After the first twenty (20) days and up to the thirtieth (30) day, hand watering is allowed two days per week. Addresses ending in an even number should hand water new lawns and landscaping on Mondays and Thursdays, and addresses ending in an odd number should hand water on Tuesdays and Fridays during the hours listed above. After the 30th day, hand watering should be in accordance with the preceding requirement (Stage 3, (1)). Documentation to verify the date of planting shall be made available upon request. No grass watering on Wednesday, Saturday, or Sunday.



Birmingham Water Works Board Drought Management Plan

3. Hand-watering for the purpose of watering in insecticides, fungicides, and herbicides where such watering is required by the manufacturer or by federal, state, or local law shall be coordinated with the schedule above for established lawns and hand watering shall not be conducted between the hours of 10 a.m. and 10 p.m.
4. The washing of personal automobiles, trucks, trailers, mobile homes, campers, boats, or other type motor vehicle or equipment shall be suspended. The washing of non-emergency vehicles except by businesses engaged exclusively in car washing shall be suspended unless recycled water is used.
5. The use of fire hydrants for any purpose except for fire fighting, or flushing sewers for health protection purposes shall be suspended.
6. The watering of any portion of golf courses except for tees and greens shall be suspended. The watering of tees and greens is allowed on Mondays, Wednesdays and Fridays between the hours of 1 a.m. and 5 a.m. Hand syringing is permitted for no more than 5 minutes per green on other days of the week when ambient temperature is equal to or greater than 94 degrees.
7. Commercial nurseries are exempt from day of the week watering but shall restrict water use to the minimum amount necessary to maintain plants. Refrain from watering between 10 a.m. and 4 p.m.
8. Newly constructed or existing public and private swimming pools, which include outdoor hot tubs, spas and jacuzzis may be filled once upon completion. A one-time draining and subsequent re-filling of swimming pools is allowed only for repairs if conditions threaten the integrity of the pool and/or its supporting infrastructure.

Triggers

- a. Palmer Drought Severity Index, ranges from -3.0 to -3.9
- b. Reservoir Elevation Level, ranges from 13 to 7 percentile
- c. Stream flow, ranges from 10 to 6 percentile flows
- d. System Delivery, ranges from 81 to 85 percent capacity

EXHIBIT A



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Stage 4. Drought Emergency

The Drought Emergency Stage will be implemented when extreme drought conditions have caused significant adverse impacts to the reliability of water resources and the ability of the Birmingham Water Works to adequately supply and meet future demands or usage requirements of its customers, and public health and safety are at risk. The Birmingham Water Works will request that the municipalities implement and enforce their Drought Management Ordinance, Emergency Stage. Customers will be required to use stricter water conservation measures in order to mitigate the extreme effects of the drought. The Drought Management Ordinance (detailed measures) for this Emergency Stage is listed below:

Overview

Voluntary indoor conservation measures above plus:

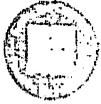
The Birmingham Water Works will implement surcharges for excessive use and Municipalities and counties will be requested to implement and enforce a Drought Management Ordinance, Emergency Stage, which bans all non-essential outdoor water usage

Prohibits outdoor watering, washing mobile equipment, cleaning outdoor surfaces, cleaning building, equipment and machinery, ornamental fountains, golf courses.

Detailed Measures

The use and withdrawal of water by any person for the following purposes shall be prohibited:

1. Outdoor watering. The watering or irrigating of shrubbery, trees, lawns, grasses, ground covers, plants, vines gardens, vegetables, flower, or any other vegetation
2. Washing Mobile Equipment. The washing of automobiles, trucks, trailers, trailer houses, railroad cars, or any other type mobile equipment.
3. Cleaning Outdoor Surfaces. The washing of sidewalks, driveways, gas station aprons, porches and other outdoor surfaces.
4. Cleaning Buildings. The washing of outside of dwellings; the washing of the inside or outside of office buildings
5. Cleaning Equipment and Machinery. The washing and cleaning of any business or industrial equipment machinery.
6. Ornamental Fountains. The operation of any ornamental fountain or other structure making similar use of water.
7. Golf Courses. The watering of any portion of golf courses shall be prohibited.



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The City Mayor or County Health Officer shall have the authority to permit reasonable use of water to maintain public health, safety, and sanitary standards. However, this reasonable use shall not include any of the restrictions in this section.

Triggers

- a. Palmer Drought Severity Index, ranges from -4.0 or less
- b. Reservoir Elevation Level, ranges from 6 percentile or less
- c. Stream flow, ranges from 5 percentile flows or less
- d. System Delivery, ranges from 86 percent capacity or above

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Birmingham Water Works Board
Drought Management Policy Summary

Stage 1 – Drought Advisory

Public Notices and Press Releases to customers
Letter to Elected Officials
Voluntary Conservation Measures

Stage 2 – Drought Watch

Same as Stage 1, plus the following Voluntary Conservation Measures:

1. Odd / Even Watering two days per week (Monday & Thursday and Tuesday & Friday) and no watering between 10:00 a.m. and 10:00 p.m.
2. Golf Courses – staggered watering of front nine holes two days per week (Monday & Thursday) and the back nine wholes two days per week (Tuesday & Friday).
3. Commercial nurseries are requested to limit use and only water as needed.
4. New lawns and landscaping are exempt from the day of the week restrictions for first thirty - 30 days after installation; however, such watering shall be limited to the minimum necessary and must comply with time of day restrictions (10:00 a. m. to 4:00 p.m.).

Same as Stage 1 and 2, plus the following:

1. BWWSB implements surcharges for excessive use.
2. Municipalities and Counties requested to adopt Drought Ordinance.
3. Odd / Even Watering two days per week by hand only.
4. New lawns and landscaping exempt for 20 days and hand watering only allowed after 20 days.
5. Commercial nurseries are exempt from day of the week watering but shall restrict water use to the minimum amount necessary to maintain plants. Refrain from watering between (10:00 a. m. to 4:00 p.m.).
6. Golf Courses restricted to watering tees and greens only on Mondays, Wednesdays and Fridays between the hours of 1 a.m. and 5 a.m.

Stage 4 - Drought Emergency

Same as Stage 1, 2 and 3, plus the following:

1. Municipalities and Counties requested to declare a Drought Emergency, which bans all non-essential outdoor water usage.
2. Golf Courses restricted from all watering.

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Chapter 54 - UTILITIES

Sec. 54-1. - Water service emergency; certain uses of water prohibited when emergency declared; enforcement; penalty for violation.

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

Board means the water works and sewer board of the City of Birmingham.

Water means water supplied by the water works and sewer board of the City of Birmingham either directly or indirectly by the board through another entity.

- (b) Declaration of emergency by the mayor. Whenever, upon request of the board or upon other determination by the mayor in consultation with such officials as he deems appropriate, the mayor determines that a water service emergency exists in the city and the mayor issues and publishes a declaration of the existence of such water service emergency, this section shall become effective immediately upon the publication of such declaration in a daily newspaper of general circulation in the city.
- (c) Application of section. Upon the publication of a declaration of a water service emergency under subsection (b) hereof, the provisions of this section shall apply to all persons using water in the city except as may be hereinafter exempted or permitted.
- (d) Certain uses prohibited. Upon such publication of a declaration of a water service emergency, as provided hereinbefore, the use and withdrawal of water by any person for the following purposes shall be prohibited except as may be hereinafter exempted or expressly permitted, with or without qualification, by the terms of this section or under the terms of the drought management plan described in subsection (g) of this section and incorporated herein by reference:
1. Watering yards. The sprinkling, watering or irrigating of shrubbery, trees, lawns, grass, ground cover, plants, vines, gardens, vegetables, flowers or any other vegetation. Notwithstanding any other provision of this section, water may be used for the watering of shrubs, trees, grass, plants, vegetables, flowers and other vegetation grown at, or held in inventory for sale at, a garden shop or nursery provided that garden shops and nurseries shall be required to use practicable and commercially reasonable methods to limit the use of water to the minimum necessary to maintain viable stock.
 2. Washing mobile equipment. The washing of automobiles, trucks, trailers, mobile homes, railroad cars, or any other type of mobile equipment, except as to motor vehicles where such washing is accomplished by a commercial automatic car wash installation engaged in the business of washing motor vehicles.
 3. Cleaning outdoor surfaces. The washing of sidewalks, driveways, porches and other outdoor surfaces, excluding filling station aprons.

4. Cleaning buildings. The washing of the outside of dwellings; the washing of the inside and outside of office buildings.
 5. Cleaning equipment and machinery. The washing and cleaning of any business or industrial equipment and machinery.
 6. Ornamental fountains. The operation of any ornamental fountain or other structure making a similar use of water.
 7. Swimming pools. Swimming pools and wading pools not employing a filter and recirculating system.
 8. Escape through defective plumbing. The escape of water through defective plumbing, which shall mean the knowing permission for defective plumbing to remain out of repair.
- (e) Permitted uses of water. Any other provisions of this section to the contrary notwithstanding, water may be used as follows:
1. The county health officer shall have the authority to permit a reasonable use of water in any case necessary to maintain adequate health and sanitation standards, but such reasonable use shall not include any use prohibited by subsection (d) of this section.
 2. Water initially drawn or used in accordance with the terms and provisions of this section may be reused or stored for reuse, provided that such reuse or storage for reuse does not create a health hazard or is not undertaken for the purpose of avoiding restrictions otherwise imposed herein (e.g., excess water may not be drawn and stored at permitted usage times in order to be used at times or under circumstances that would otherwise be prohibited).
 3. Water may be used to irrigate parks, playgrounds, and athletic fields owned, operated, controlled, or maintained by the city or any of its boards, agencies, or departments, including the board of education, or by any organization, the principal purpose of which is to provide public athletic and/or recreational opportunities and activities and that fulfill such purpose through lease, license, or other agreement with the city; provided, however, that the use of water for the applications hereby permitted shall be limited to that reasonably necessary to maintain the viability and utility of the fields, grounds, and playing surfaces for their intended purposes, and prudent conservation measures shall be employed at all times with respect to any use of water permitted hereby.
- (f) Enforcement. Upon publication of a declaration of a water service emergency by the mayor under subsection (b) of this section, every police officer of the city shall diligently enforce the provisions of this section.
- (g) Adoption. Where not inconsistent with the terms of this section, the provisions, standards, requirements, and restrictions set forth in the Drought Management Plan of the Water Works and

Sewer Board of the City of Birmingham as revised on June 29, 2006, ("drought management plan") are hereby adopted and incorporated herein by reference.

- (h) Penalties. Any person who shall violate any provisions of this section or shall do any act prohibited hereby shall upon conviction thereof be punished by a fine not to exceed \$500.00 or by imprisonment not to exceed 180 days or by both such fine and imprisonment. Each day on which a violation occurs or continues shall be deemed to be a separate offense.

(Code 1996, § 9-10.1; Ord. No. 979, §§ 1—7, 7-11-1988; Ord. No. 1443, § 1, 10-10-2000; Ord. No. 1736, § 1, 6-25-2007)