

**MOUNTAIN BROOK CITY COUNCIL  
MEETING AGENDA**

**TEMPORARY CITY HALL  
3928 MONTCLAIR ROAD, SUITE 230  
MOUNTAIN BROOK, AL 35213**

**MARCH 25, 2013, 7:00 P.M.**

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1. Approval of the minutes of the March 11, 2013 regular meeting of the City Council.
2. Consideration: Resolution expressing opposition to HB257 and SB217 that would prohibit the imposition of a business license tax by a county or municipality on the rental of residential real estate on a per unit basis unless the tax was imposed before January 1, 2013.
3. Consideration: Resolution awarding the bid for bonded moving services to Armstrong Relocation & Companies with respect to the relocation of the municipal complex contents from its temporary locations at Building No. 8 Office Park Circle and 3928 Montclair Road to 56 Church Street in Crestline.
4. Proclamation: May 2013 proclaimed Healthy Vision Month.
5. Consideration: Resolution ratifying a change order to Brasfield & Gorrie, L.L.C., for the installation of a rooftop screen at the municipal complex.
6. Consideration: Resolution recommending issuance of ABC License to Deborah Stone Ventures LLC, dba, The Pantry located at 17 Dexter Avenue.
7. Consideration: Resolution ratifying a change order to Alscan for the installation of a jail control panel for the municipal complex.
8. Announcement: The next regular meeting of the City Council is Monday, April 8, 2013, at 7 p.m.
9. Other business.
10. Comments from residents.
11. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MARCH 11, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 6:30 p.m. on Monday, the 11th day of March, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard III  
Jesse S. Vogtle, Jr.  
Lawrence T. Oden, Mayor

Absent: None

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

**1. AGENDA**

1. Announcement that members of the governing body will meet with Governor on March 14th regarding the Highway 280 modifications by ALDOT.
2. Recognition of Employees of the Year from the Police, Fire, Public Works Departments, and Chamber of Commerce.

The following employees were recognized and presented with plaques:

- Police Officer of the Year — Ron Lamon.
- Police Civilian of the Year — Bernard Evans
- Firefighter of the Year — Gary Noah
- Public Works Employee of the Year — Sam Ingram, Sr.
- City Employee of the Year recognized by the Chamber of Commerce — Ronnie Vaughn

3. Phase 6 Sidewalk project update – Ben Burmester of Sain Associates (Appendix 1).
4. Phase 9 Sidewalk Preliminary Engineering Agreement along Brookwood Road, Crosshill Road and Oakdale Road – Virginia Smith, Amy Carter and Sam Gaston. (Resolution No. 2013-047 was added to the formal agenda.)
5. Turn Lane study for Cahaba Road at Heathermoor Road – Richard Caudle of Skipper Consultants (Appendix 2).

Mr. Caudle estimates that the turn lane, excluding right-of-way acquisition and utility relocation, could be \$190,000. It was the general consensus of the members of the City Council that the turn lane study be suspended until further notice.

6. Northern Beltline project discussion – Gil Rogers of the Southern Environmental Law Center (Appendix 3).
7. Request by the Mountain Brook Board of Education for waiver of permit fees for field house addition and future projects – Ken Key of the Board of Education. (Ordinance No. 1886 was added to the formal agenda.)

8. UPS bypass/disconnect switch purchase – Steven Boone (Appendix 4).

It was the consensus of the members of the City Council that any action determined appropriate by the City Manager will be ratified at a later meeting of the City Council.

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Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MARCH 11, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 7:00 p.m. on Monday, the 11th day of March, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President  
Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard III  
Jesse S. Vogtle, Jr.  
Lawrence T. Oden, Mayor

Absent: None

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

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

**1. CONSENT AGENDA**

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

Approval of the minutes of the February 25, 2013 meeting of the City Council.

2013-042	Set a public hearing for April 8, 2013 at 7 p.m. to consider an ordinance amending Section 129-192(b) of the City Code to allow veterinary/animal grooming uses as a conditional use in the Local Business district.	Exhibit 1
2013-043	Authorize the contract renewal with Waste Management for garbage, trash and recycling service.	Exhibit 2, Appendix 1
2013-044	Award to Dunn Construction Company, Inc. the bid for 2013 street [re]paving.	Exhibit 3, Appendix 2
2013-045	Authorize a \$340 change order to the Alscan, Inc. contract (Resolution 2012-044 dated March 26, 2012) for the purchase of a pedestal mount for the garage access card reader.	Exhibit 4, Appendix 3
2013-046	Accept an additional 20 feet of right-of-way along Pine Ridge Road at 3415 and 3501 Pine Ridge Road as recommended by the Planning Commission with respect to the Thompson development.	Exhibit 5, Appendix 4
2013-047	Authorize the execution of an agreement with the Alabama Department of Transportation (ALDOT) for preliminary engineering of the Phase 9 sidewalk project (CMAQ-PE12) Project Reference No. 100056493).	Appendix 5

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

Ayes: Virginia C. Smith, Council President  
 Amy G. Carter, Council President Pro Tempore  
 Jack D. Carl  
 Jesse S. Vogtle, Jr.  
 William S. Pritchard III

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (2013-042 through 2013-047) are adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**3. CONSIDERATION OF AN ORDINANCE (NO. 1886) GRANTING THE WAIVER OF BUILDING PERMIT FEES FOR [FUTURE] CONSTRUCTION AND RELATED ACTIVITIES OF THE MOUNTAIN BROOK BOARD OF EDUCATION (EXHIBIT 6, APPENDIX 6)**

Council President Smith introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comments, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent for the immediate consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Vogtle and was carried, as follows:

Ayes: Virginia C. Smith, Council President  
 Amy Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard III  
 Jesse S. Vogtle, Jr.

Nays: None

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

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

Ayes: Virginia C. Smith, Council President  
 Amy Carter, Council President Pro Tempore  
 Jack D. Carl  
 William S. Pritchard III  
 Jesse S. Vogtle, Jr.

Nays: None

The President of the Council declared that the ordinance (No. 1886) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

**4. PUBLIC HEARING TO CONSIDER AN ORDINANCE (NO. 1885) AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR THE LANE PARKE DEVELOPMENT (ORDINANCE NO. 1871 ADOPTED MAY 21, 2012) (EXHIBIT 7, APPENDIX 7)**

Council President Smith opened the public hearing, introduced the ordinance in writing, and invited comments and questions from the audience. There being no discussion or comments, Council member Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent for the immediate

consideration of said ordinance be given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

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

Nays: None

Abstained: Jesse S. Vogtle, Jr.

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

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

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

Nays: None

Abstained: Jesse S. Vogtle, Jr.

The President of the Council declared that the ordinance (No. 1885) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

**5. ANNOUNCEMENT 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, April 8, 2013 at the [temporary] Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

**6. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving pending litigation. The motion was seconded by Council President Smith. The City Attorney certified that the subject of said executive session was 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  
Amy Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard III  
Jesse S. Vogtle, Jr.

Nays: None

President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. President Smith also announced that the City Council will adjourn upon conclusion of the executive session.

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Steven Boone, City Clerk

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**EXHIBIT 1**

**RESOLUTION NO. 2013-042**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, April 8, 2013, at 7:00 p.m., in the [temporary] Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Section 129-192(b) of the City Code to allow veterinary/animal grooming uses as a conditional use in the Local Business district.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two (22) days prior to April 8, 2013, by posting in five (5) conspicuous places within the City of Mountain Brook, as follows: City Hall – 3928 Montclair Road, Gilchrist Drug Company - 2805 Cahaba Road, Joe Muggs Newsstand - 2037 Cahaba Road, Piggly Wiggly Food Store 4 - 93 Euclid Avenue, and The Invitation Place - 3150 Overton Road notices of said public hearing in words and figures substantially as follows:

**“NOTICE OF PUBLIC HEARING**

**PROPOSED ZONING CODE NOTICE**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, April 8, 2013, at 7:00 p.m., in the temporary Council Chamber of the Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

**‘ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTION 129-192(b) OF THE CITY CODE  
TO ALLOW VETERINARY/ANIMAL GROOMING USES AS A  
CONDITIONAL USE IN THE LOCAL BUSINESS DISTRICT**

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**BE IT ORDAINED** by the City Council of the City of the City of Mountain Brook, Alabama, that Section 129-192(b) of the City Code is hereby amended to include subsection (9) as follows:

**1. Section 129-192(b). Conditional uses.**

**“(9) Veterinary Clinics/Pet Grooming, provided that there be no outdoor runs, and that business be conducted wholly within a building; boarding only as required for surgical procedures. Conditional review and approval shall ensure compatibility with the surrounding commercial and residential uses; soundproofing of walls may be required.”**

**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.

**RESOLUTION NO. 2013-048**

**A RESOLUTION OPPOSING THE PASSAGE BY THE ALABAMA LEGISLATURE OF  
COMPANION BILLS HB257 AND SB217 AND ANY OTHER SIMILAR LEGISLATION**

**WHEREAS**, HB257 by Representative Barry Moore has been introduced into the Alabama House of Representatives during the 2013 Regular Session currently convened; and

**WHEREAS**, SB217 by Senator Vivian Figures has been introduced into the Alabama Senate during the 2013 Regular Session currently convened; and

**WHEREAS**, both bills are designed to amend the Constitution of Alabama of 1901 to prohibit the imposition of a business license tax by a county or municipality on the rental of residential real estate on a per unit basis unless the tax was imposed before January 1, 2013; and

**WHEREAS**, the proposed legislation is a constitutional amendment that places in our state's foundational governing document a further restriction on local authority for municipal and county governments; and

**WHEREAS**, municipal and county governments already have limited options to raise sufficient revenues to meet the needs of local jurisdictions to provide key services including police protection, fire protection, water, sewer, sanitation, education and many others; and

**WHEREAS**, this proposed legislation further limits the options available to local governments to fund essential services; and

**WHEREAS**, this proposal is vague in its wording and could impact a variety of municipal and county governments as well as other institutions that have responsibility to finance bonded indebtedness; and

**WHEREAS**, taxation on a per unit basis is absolutely essential to local governments which have a significant number of residential rental properties, many of which are owned by absentee landowners; and

**WHEREAS**, municipal officials need the flexibility to develop business license fees and requirements based on local needs and conditions; and

**WHEREAS**, negatively impacting and altering current practice by placing the proposed restrictions in the Alabama Constitution is both overreaching and unwise;

**NOW, THEREFORE, BE IT RESOLVED** by the City/Town Council of the \_\_\_\_\_, Alabama, that the Council submits to the Alabama Legislature its official statement of opposition to the passage of HB257, SB217, and any other similar legislation as an unwelcome intrusion on the authority of local governments in Alabama to structure and levy business license fees based on local needs and conditions; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Mountain Brook, Alabama, formally requests its legislative delegation to ardently oppose any legislation attempting to effect such amendment and to vote against any such legislation .

**ADOPTED** this 25thday of March, 2013.

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

**APPROVED** this 25thday of March, 2013.

\_\_\_\_\_  
Mayor

#### **CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 11, 2013, as same appears in the minutes of record of said meeting.

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

FROM THE ALA. LEAGUE OF MUNICIPALITIES

## Legislative Alert

Companion bills [SB217](#) by **Senator Vivian Figures** and [HB257](#) by **Representative Barry Moore** have been introduced in the Alabama Legislature that would prohibit by Constitutional Amendment a municipality from assessing a business license fee on the rental of residential real estate on a per unit basis. These bills would drastically alter the way municipalities may assess business licenses on rental properties and establishes a terrible precedent of restricting municipal governments from establishing business licenses based on local conditions and needs.

**PLEASE CONTACT MEMBERS OF THE LEGISLATURE AND REQUEST THEIR OPPOSITION TO THESE TWO BILLS!**

### Key Talking Points Regarding this Legislation:

- proposed legislation is a constitutional amendment that places in our state's foundational government document a further restriction on home rule for municipal and county governments.
- municipal and county governments already have limited options to raise sufficient revenues to meet the needs of local jurisdictions to provide key services including police protection, fire protection, water, sewer, sanitation, education and many others.
- rather than enhancing home rule of local governments which is being advocated as a key constitutional reform measure, this proposal goes in the opposite direction and further limits the options available to local governments to fund essential services.
- this proposal is vague in its wording and could impact a variety of municipal and county governments as well as other institutions that have responsibility to finance bonded indebtedness.
- taxation on a per unit basis is absolutely essential to local governments which have a significant number of residential rental properties, many of which are owned by absentee landowners.
- municipal officials need the flexibility to develop business license fees and requirements based on local needs and conditions. Restricting this current practice by placing such a restriction as provided by these bills in the Alabama constitution is overreaching and unwise.

**Please contact members of the Alabama Legislature and request they Oppose HB 257 and SB 207 in its current form as an unwelcome intrusion on authority of local governments in Alabama to structure and levy business license fees based on local needs and conditions.**

### Action Step

Request Members of the Alabama Legislature Oppose [HB 257](#) and [SB 207](#) in its current form as an unwelcome intrusion on authority of local governments in Alabama to structure and levy business license fees based on local needs and conditions.

147247-1.n:01/16/2013:FC/mfc LRS2013-232

SB217

By Senators Figures, Keahey, Whatley, Ward, Blackwell, Allen, Scofield, Smitherman, Reed, Beasley, Fielding, Pittman, Glover, Bussman, Marsh, Brewbaker, Orr, Bedford, Ross, Holtzclaw, Smith, Irons, Coleman and Dunn  
RFD Judiciary  
Rd 1 14-FEB-13

**SYNOPSIS:** This bill would propose an amendment to the Constitution of Alabama of 1901, to prohibit the imposition of a business license tax by a county or a municipality on the rental of residential real estate on a per unit basis unless the tax was imposed before January 1, 2013.

A BILL  
TO BE ENTITLED  
AN ACT

To propose an amendment to the Constitution of Alabama of 1901, to prohibit the imposition of a business license tax by a county or a municipality on the rental of residential real estate on a per unit basis unless the tax was imposed before January 1, 2013.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. The following amendment to the Constitution of Alabama of 1901, as amended, is proposed and shall become valid as a part thereof when approved by a majority of the qualified electors voting thereon and in accordance with Sections 284, 285, and 287 of the Constitution of Alabama of 1901, as amended:

PROPOSED AMENDMENT

After the effective date of this amendment, no business license tax may be imposed on the rental of residential real estate on a per unit basis by a county or municipality unless the tax was imposed prior to January 1, 2013.

Section 2. An election upon the proposed amendment shall be held in accordance with Sections 284 and 285 of the Constitution of Alabama of 1901, now appearing as Sections 284 and 285 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, and the election laws of this state.

Section 3. The appropriate election official shall assign a ballot number for the proposed constitutional amendment on the election ballot and shall set forth the following description of the substance or subject matter of the proposed constitutional amendment:

"Proposing an amendment to the Constitution of Alabama of 1901, to prohibit the imposition of a business license tax by a county or a municipality on the rental of residential real estate on a per unit basis unless the tax was imposed before January 1, 2013.

"Proposed by Act \_\_\_\_\_."

This description shall be followed by the following language:

"Yes ( ) No ( )."

**Constitutional Amendments**

**Business Licenses**

**Taxation**

**Counties**

**Municipalities**

**Elections**

**Real Estate**

**Property, Real and Personal**

**Licenses and Licensing**

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INTEROFFICE MEMORANDUM

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**TO:** SAM GASTON, CITY MANAGER  
**FROM:** STEVEN BOONE *SBoone*  
**SUBJECT:** BID FOR BONDED MOVING SERVICES  
**DATE:** MARCH 14, 2013  
**CC:** MAYOR AND MEMBERS OF THE CITY COUNCIL

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The City opened sealed bids for bonded moving services on March 13, 2013. In addition to posting, the City mailed invitations to bid to fifteen moving companies. Of the fifteen, four moving companies attended the mandatory pre-bid walk-through on March 6 and were therefore "pre-qualified" to submit bids. Of the four "pre-qualified" bidders, the City received three bids (one of which was withdrawn on March 14—see the bid tabulation attached).

It is my recommendation that the City award the bid to Armstrong Relocation & Companies in the amount of \$26,515 (included additional coverage for computer servers to be moved) plus boxes. This bid was the lowest bid and is comparable to the amount paid for the move two years ago. Boxes are estimated to be \$2,000 (800 @ \$2.50/box)

**RESOLUTION NO. 2013-049**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for bonded moving services to Armstrong Relocation & Companies having submitted the lowest and bid with respect to the relocation of the municipal complex contents from its temporary locations at Building No. 8 Office Park Circle and 3928 Montclair Road back to the Crestline municipal complex.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manager to execute a contract (and/or work order) and such other documents that may be determined necessary with respect to said move.

**ADOPTED:** This 25th day of March, 2013.

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

**APPROVED:** This 25th day of March, 2013.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 25, 2013, as same appears in the minutes of record of said meeting.

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

# City of Mountain Brook



ARMSTRONG RELOCATION  
& COMPANIES

Relocation Proposal, 3/13/13

## PROPOSAL CERTIFICATION



### ARMSTRONG RELOCATION & COMPANIES

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Address:	212 Total Solutions Way Birmingham, AL 35007	212 25th Street North Birmingham, AL 35203
Contact:	William W. Carroll	Jim Haberstroh
Position	President	President, AMS; a division of Armstrong
E-Mail:	<a href="mailto:williamcarroll@goarmstrong.com">williamcarroll@goarmstrong.com</a>	<a href="mailto:jim@totalassetsolutions.com">jim@totalassetsolutions.com</a>
Telephone:	(205) 380-5092	(205) 583-4626
E-Fax:	(901) 271-7937	(901) 271-7939
Cell Phone:	(205) 790-4348	(205) 966-3067
Websites:	<a href="http://www.armstrongrelocation.com">www.armstrongrelocation.com</a>	<a href="http://www.totalassetsolutions.com">www.totalassetsolutions.com</a>

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Armstrong Relocation & Companies guarantees the information as outlined in the proposal as true and accurate to the best of our ability. We acknowledge the capability and commitment to provide services at, or in excess of, the minimum acceptable levels as defined in this document for the quoted price, excluding lawfully executed change orders. The terms and conditions as outlined in the proposal represent the entire agreement and are valid for a period of 90 days from the date below.

This response package was prepared by:

Name	Title
William W. Carroll	President
Jim Haberstroh	President, AMS
Signature	Date
<i>William W. Carroll</i>	2/28/2013
<i>Jim Haberstroh</i>	2/28/2013

#### **CLIENT SATISFACTION GUARANTEE**

"Armstrong Relocation & Companies has a long tradition for providing superior service, innovative products, and dedicated customer service. For over 55 years, Armstrong customers have rated our service excellent and we have earned several industry awards recognizing our service as the best. It is our personal commitment to you that Armstrong Relocation shall exceed your every expectation in both service and value. We strive to hire and train only the best people in the industry and ensure that each and every order placed with Armstrong shall be valued, and serviced with respect and integrity."

**CREW STRENGTH BY LOCATIONS**

Armstrong Relocation provides this estimate based upon the Time and Materials estimated to perform this relocation. The final charges will be invoiced from the "actual services" provided during the relocation. The final invoice may vary from the estimated amount, if the scope of work or material requirements change during the relocation.

**Material & Equipment Charges**

Quan.	Description	Cost	Total
<b>Equipment Rental</b>			
0	Standard Crate (2 week rental)	\$7.50	\$0.00
0	File Crate	N/A	\$0.00
0	Computer Crate	N/A	\$0.00
0	Purge Bin	N/A	\$0.00
0	Shred Bin	N/A	\$0.00
12	Library Carts	N/A	\$0.00
12	Machine Carts	N/A	\$0.00
4	Panel Carts	N/A	\$0.00
80	Dollies	N/A	\$0.00
10	Gondolas	N/A	\$0.00
2	Desk Risers	N/A	\$0.00
<b>Wall/Floor Protection</b>			
100	Wall Protection	N/A	\$0.00
50	Floor Protection	N/A	\$0.00
	Shrink Wrap	\$25.00	\$0.00
<b>Material Delivery &amp; Pick-Up</b>			
	Delivery/Pick-Up	\$200	\$0.00

Quan.	Description	Cost	Total
<b>Packing Materials</b>			
	Autofold	\$2.50	\$0.00
0	3.0 Ctn	N/A	\$0.00
0	4.5 Ctn	N/A	\$0.00
0	Dish Barrel	N/A	\$0.00
0	Mirror Ctn	N/A	\$0.00
0	Wardrobe Ctn.	N/A	\$0.00
0	TV Ctn	N/A	\$0.00
0	Paper pad	N/A	\$0.00
0	Packing Paper (lbs.)	N/A	\$0.00
0	Bubble Wrap	\$20.00	\$0.00
0	Packing Tape	N/A	\$0.00
0	Blue 3M Tape	N/A	\$0.00
	Anti-S PC Bags	\$2.00	\$0.00
	Move Labels	\$0.07	\$0.00
0	Security Ties	\$0.00	\$0.00
<b>Total Material and Delivery Charges</b>			<b>\$0.00</b>

\*All dispatches are subject to a 1 hr drive time additional to the hrs of work

Day 1 (Internal) 5 PM Break down		Rate	Units	Hrs.	Item Cost
Straight Truck		\$32.00	1	6	\$192.00
Transportation Van		\$90.00			\$0.00
Driver		\$32.00	1	6	\$192.00
Helper		\$32.00	5	6	\$960.00
Supervisor		\$32.00	0		\$0.00
Project Manager		\$45.00	0		\$0.00
Early crew to disconnect cube / track systems** see below for additional crew strength			<b>Total Labor</b>		<b>\$1,344.00</b>
Day 2: Montclair Road		Rate	Units	Hrs.	Item Cost
Straight Truck		\$32.00	2	12	\$768.00
Transportation Van		\$90.00			\$0.00
Driver		\$32.00	2	12	\$768.00
Helper		\$32.00	17	12	\$6,528.00
Supervisor		\$32.00	1	12	\$384.00
Project Manager		\$45.00			\$0.00
			<b>Total Labor</b>		<b>\$8,448.00</b>
Day 2: Office Park		Rate	Units	Hrs.	Item Cost
Straight Truck		\$32.00	3	12	\$1,152.00
Transportation Van		\$90.00			\$0.00
Driver		\$32.00	3	12	\$1,152.00
Helper		\$32.00	16	12	\$6,144.00
Supervisor		\$32.00	1	12	\$384.00
Project Manager		\$45.00	1	12	\$540.00
			<b>Total Labor</b>		<b>\$9,372.00</b>
Peripheral Services				Item Cost	
	Fuel Surcharge	\$	25.00		\$0.00
\$ 100,000	Full Replacement Valuation @ \$9.00 per \$1,000	\$	900.00		\$900.00
	PC Printer Disconnect & Reconnect	\$	50.00		\$0.00

The Data contained herein is confidential and intended for the sole use of titled client.

1	**3rd party cubicle services to work early night to knock down and stage systems furniture	\$	6,451.00	\$6,451.00
			<b>Total Peripheral Charges</b>	<b>\$7,351.00</b>
<b>Total Charge Summary</b>				
<b>Material &amp; Equipment Charges</b>				\$0.00
<b>Day 1 (Internal) 5 PM Break down</b>				\$1,344.00
<b>Day 2: Montclair Road</b>				\$8,448.00
<b>Day 2: Office Park</b>				\$9,372.00
<b>Peripheral Services</b>				\$7,351.00
<b>pricing for trucks and men-- materials excluded per RFP</b>				<b>\$26,515.00</b>

**SCOPE OF WORK**

All of the services that are Included, Excluded or Open regarding your relocation are shown below. The actual charges represent items in the "Included" column. Please examine the list carefully and work with your account manager to make sure that you understand the services. should you require services outside of the following "Scope of Work:", additional charges may apply.

<b>Move Services</b>	<b>Included</b>	<b>Excluded</b>	<b>Open</b>
Move Labels	X		
Basic Liability \$ 0.60 per pound per article		X	
Building Protection – Origin & Destination	X		
Project Manager Led Employee Meeting	X		
Custom Equipment Rental	X		
Packing Materials	X		
Pre Move Preparation	X		
Packing & Unpacking Labor - Lateral Filing Cabinets		X	
Library or File Room - Library Carts	x		
Desk Return & Hutch Disconnect & Reconnect	X		
Metal Shelving Disconnect & Reconnect		X	
Office Relocation	X		
Post Move Smooth Set			X
Pick-Up and/or Delivery - Additional Location	X		
Clean Room Relocation - Post Move Broom Sweep of Origin		X	
<b>Peripheral Services</b>	<b>Included</b>	<b>Excluded</b>	<b>Open</b>
Fuel Surcharge	X		
\$100,000 Full Replacement Valuation @ \$9.00 per \$1,000 of Coverage	X		
PC & Printer Disconnect & Reconnect	X		
Electronic Asset Disposal		X	
Cubicle Disconnect & Reconnect		X	
Crate Construction Per Cubic Foot		X	
Large Wall Board Disconnect & Reconnect		X	
Appliance Service @ Origin & Destination		X	
Special Commodities Transportation - Long-Haul		X	
Storage		X	
Warehouse Handling In & Out		X	
Decommission - Furniture		X	

The Data contained herein is confidential and intended for the sole use of titled client.

Proposal Agreement is Not to Exceed for trucks and men but excludes materials \$ 26,515.00

Proposal includes packing materials, instructions, delivery and pick-up charges as detailed above. Any additional change orders boxes, labels, deliveries, etc. are additionally billable at the rates stated in the Basis of All Charges.

### Acceptance of Proposal

Agreed and accepted on this date per terms and condition outlined in the Scope of Work, Basis of All Charges, Actual Charges, Terms Agreement stated below and Insurance Coverage (s) and Claim Procedures on the following page.

Printed: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Declaration of Valuation (PLEASE INITIAL Option)

OPTION 1: Basic Liability \$ 0.60 per pound per article Initial: \_\_\_\_\_

OPTION 2: Full Replacement Valuation @ \$ 9.00 per \$1,000 of coverage Initial: \_\_\_\_\_

Declared Value: \$ 100,000 Signed: \_\_\_\_\_ Date: \_\_\_\_\_

> If neither Option 1 or Option 2 is chosen claims will be settled at \$ 0.30 per pound per article

### Terms Agreement

#### COD – Collect on Delivery

OPTION 1: *Certified Check / Money Order* for Total Flat, Fixed Bid Amount Initial: \_\_\_\_\_  
must be provided to Project Manager at time of arrival to job site.

OPTION 2: *Credit Card* : VISA \_\_\_\_\_ M/C \_\_\_\_\_ Initial: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_ Address: \_\_\_\_\_

#### Pre-Payment

OPTION 1: 100% Pre-Payment Payment Date: \_\_\_\_\_ Initial: \_\_\_\_\_

OPTION 2: 50% Down, 50 % Project Start Initial: \_\_\_\_\_

Pre-Pay \$13,257.50 due upon contract signing. Pre-Payment Date: \_\_\_\_\_

Project \$13,257.50 due upon first day of project service Payment Date: \_\_\_\_\_

Remaining Balance – Change Orders, if applicable, due net 10 days from date of final invoice.

#### Invoice Information / Apply for Credit \_\_\_\_\_ check here

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Terms Agreement Signature (Total Amount Due)

Please sign below indicating that you authorize Armstrong Relocation to provide moving services, and that you wish to pay with one of the three options provided.

Printed: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Valuation Levels

Full-value protection (FVP) provides for protection of all Company-owned assets, up to the amount of coverage you declare. Depreciation is not a factor in determining the replacement value of the lost or damaged item. An additional charge of 9.00 per \$1000.00 of coverage will apply for FVP coverage. The minimum declared value of your shipment must be at least \$10,000 of coverage, and \$10,000 for every \$1000 of invoice. If no additional damage coverage is requested claims will be settled at \$.60 per pound per article.

### Loss & Damage TERMS AND CONDITIONS

- 1) Under no circumstances may the amount of a claim be withheld from any balance due.
- 2) Any item replaced under FVP option becomes the sole property of Armstrong Relocation.
- 3) All items submitted for claim settlement must be made available for inspection prior to claim resolution. All claims actions must be initiated within 30 days from the end of the job.
- 4) Property Damage must be documented on your delivery paperwork and reported within 24 hours of delivery.
- 5) Electronic items not functioning properly must show signs of exterior damage.
- 6) No items will be considered for replacement or reimbursement if Armstrong Relocation or its authorized representative(s) has repaired the item(s) prior to inspection.
- 7) Under no circumstances will claims be considered for employee-owned personal items moved by Armstrong Relocation.
- 8) All claims must be submitted on proper claim forms provided by Armstrong Relocation.
- 9) Armstrong Relocation will not be held liable for any damages to pressed board / particle board furniture during the process of disassembly, transportation or reassembly.
- 10) Final Invoice must be paid in full before any claim will be settled.

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

### Claims Procedure

- 1) To file a damage report, contact our Customer Care Manager, Kimmie Loeffler at 888-827-4156 or via email at kloeffler@goarmstrong.com.
- 2) Kimmie Loeffler will mail, email or fax a claim form for you to complete.
- 3) If appropriate, a repair firm will be assigned in order to perform an inspection prior to repairs and/or settlement.

### Certificates of Insurance

Upon request, Armstrong Relocation will provide Certificates of Insurance outlining coverage amounts for automobile, general liability, and worker's compensation. Additional insurers may be named for no additional charge.

Change orders are documents that are signed when the terms of the original agreement are changed and additional charges are warranted. In the event something changes before or during the actual relocation that is outside the defined terms of this proposal, an Armstrong Job Supervisor will ask you to sign a change order. The change order will be completed with (a) the reason for the change order, (b) the applicable rates/charges, (c) the total amount of the change, and (d) his signature. Once you sign this properly executed change order, you are legally bound to pay the charges thereon. You will also receive a copy of the change order upon signing. Work cannot begin until this change order is executed.

**ADDENDUM 1 TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
ARMSTRONG RELOCATION & COMPANIES  
DATED MARCH 25, 2013**

**THIS ADDENDUM** (“the/this Addendum”) to the principal agreement between the **City of Mountain Brook, Alabama** (“the City”) and **Armstrong Relocation & Companies** (“the Contractor”) dated March 25, 2013.

**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 25th day of March, 2013.

**Armstron Relocation & Companies**

**City of Mountain Brook, Alabama**

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

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

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

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

# Bonded Moving Services Bid Tabulation

## City of Mountain Brook, Alabama

### March 13, 2013, 2 p.m.

	Base Bid	Cardboard Disposable	Moving Containers	Plastic Returnable	Fee for \$100,000 Insurance for Servers
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**Bidders who attended Mandatory Pre-Bid Meeting:**

Armstrong Relocation	\$ 25,615.00	\$2.50/each	<del>\$7.50/each</del>	\$	900.00
DMS (retracted 3/14/2013)	<del>\$ 13,620.00</del>	<del>\$2.00/each</del>	<del>\$1.00/each</del>	<del>\$</del>	<del>900.00</del>
McCorquodale Transfer	\$ 38,587.92	\$2.00/each	N/A	\$	900.00
Motivated Movers	No bid	No bid	No bid		No bid

\$25615  
 + 900  
            
 \$26515 + Boxes

INVITATION TO BID FOR BONDED MOVING SERVICES  
CITY OF MOUNTAIN BROOK, 3928 MONTCLAIR ROAD, SUITE 230  
MOUNTAIN BROOK, ALABAMA 35213

BID DOCUMENT COVER SHEET

Bid Invitation Posted: February 25, 2013 Bids Opening: March 13, 2013 at 2 p.m.

To Whom It May Concern:

Bids shall be sealed and delivered to the Office of the Purchasing Agent in the City Hall, City of Mountain Brook, Alabama prior to the above specified date and time. Bids shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

All prospective bidders must attend the mandatory pre-bid conference on March 6, 2013 (see Bid and Move Management Calendar). To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code §41-16-50, *et seq.* (1975) (Appendix 1). Bidders will also be required to demonstrate compliance with the Alabama Immigration Act.

All bidders must use the bid form provided by the City for the service. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids shall be clearly marked "SEALED BID" and indicate on the outside of the envelope the project ("BONDED MOVING SERVICES BID") for which the bid is submitted and the date of bid opening.

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids. The City reserves the right to accept or reject any or all bids and to waive formalities.

  
Sam S. Gaston, City Manager / Purchasing Agent

BIDDER Armstrong Relocation BY Jim Haberstick / Barry Saunders  
ADDRESS 212 Total Solutions Way FEIN 63-0719728  
CITY Alabaster STATE AL ZIP 35007  
TELEPHONE 205-942-1625 E-MAIL BSaunders@GoArmstrong.com  
Jim@TotalAssetSolutions.com  
LUMP SUM BID AMOUNT FOR BONDED MOVING SERVICES \$ 26,515.00 Includes 100,000 valuation w/cost of 900  
UNIT PRICE FOR DISPOSABLE CARDBOARD PACKING BOXES (quantities to be determined by City) \$ 2.50 ea  
UNIT RENTAL PRICE FOR RETURNABLE PLASTIC MOVING CONTAINERS (quantities to be determined by City) \$ 7.50 ea per wk

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized:

Sworn to and subscribed before me on this 13 day of March, 2013.

  
Notary Public

My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 26, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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EXHIBIT A

STATE OF ALABAMA )  
JEFFERSON COUNTY )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appears James Haberstroh who, by me being duly sworn, deposed as follows:

My name is Jim Haberstroh, I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated. I am the Division President (AMS) (title) of Armstrong Relocation (bidder name). I have the legal authority to assert that Armstrong Relocation (bidder name) does not knowingly employ any person who is an unauthorized alien in connection with this contract.

[Signature]  
Signature Bidder Authorized Representative

Jim Haberstroh Div. Pres. (AMS)  
Printed name, title)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 13 day of March, 2013.

[Signature]  
Notary Public (signature)

Harry S Pollard  
Notary Public (printed/typed name)

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept 28, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

Armstrong Relocation's Response to invitation to bid from City of Mountain Brook,

3928 Montclair Road Suite 230  
Mountain Brook, AL 35213

Armstrong Relocation will purchase a City of Mountain Brook business license within 2 weeks of acceptance of our bid and being awarded.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jim Haberstroh', written over a horizontal line.

Jim Haberstroh  
Division President (AMS)  
Armstrong Relocation

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Armstrong Relocation Companies</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>212 Total Solutions Way</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Alabaster, AL 35007</b>	List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number									
6	3	-	0	7	1	9	7	2	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/21/13</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



# ARMSTRONG RELOCATION & COMPANIES

## Services Overview

**Armstrong Relocation and Companies**  
212 Total Solutions Way  
Birmingham, Alabama 35007  
Tel. (800) 876-4745  
[www.armstrongrelocation.com](http://www.armstrongrelocation.com)



# Executive Summary

## Company History

Armstrong Relocation and Companies (Armstrong) is a respected industry leader within the world's largest Van Line for 25 consecutive years. Armstrong owns and operates 22 full-service moving agencies in 13 states across the country, with 1,025 full-time employees and owner-operators delivering services nationwide as licensed to work in all 50 states. Armstrong agency locations include its Corporate Headquarters location at 3927 Winchester Road, Memphis, TN 38118. The local office of Armstrong resides in Birmingham, AL which supports a 300 mile radius from Birmingham. The Armstrong Team will provide "Best in Class" service for the corporate clients overall needs.

**Birmingham** – Armstrong Transfer & Storage Co., Inc. doing business as Armstrong Relocation located at 212 Total Solutions Way, Birmingham, AL 35007 since 1977; with commercial facilities at 212 25<sup>th</sup> Street North, Birmingham, AL 35203 and 101 25<sup>th</sup> Street South, Birmingham, AL 35233.

### Other divisional offices:

- **Alabama**
  - Huntsville
  - Montgomery
- **Colorado**
  - Denver
- **Florida**
  - Ft. Lauderdale
- **Georgia**
  - Atlanta
- **Illinois**
  - Chicago
- **Kentucky**
  - Louisville
- **Louisiana**
  - Baton Rouge
  - New Orleans
- **Mississippi**
  - Jackson
- **North Carolina**
  - Charlotte
  - Raleigh
- **Ohio**
  - Canton
- **Oklahoma**
  - Oklahoma City
  - Tulsa
- **Tennessee**
  - Chattanooga
  - Knoxville
  - Nashville
- **Texas**
  - Dallas
    - Houston

Armstrong Relocation ("Armstrong") has provided household goods and facility moving services since 1922. In 1947, Armstrong became an agent for United Van Lines ("United"). United has been the world's largest carrier since 1991. Under the leadership of Clyde Springer and Jim Watson, the current Ownership Group took control of Armstrong in 1957 (54 years). The Springer and Watson families retain controlling ownership and leadership to this day. Armstrong has been profitable each year since 1957, performing over 20,000 moves annually.

Armstrong Relocation will continue to grow both through its existing agency network and via acquisition. In addition, Armstrong will build upon its tradition of innovation, satisfying the corporate relocation needs of today and strategically anticipating the needs of tomorrow. Forming win-win alliances and identifying new service opportunities are key facets of this strategy.

Armstrong's commercial division was established in 2004 to expand capabilities and provide an integrated global workplace services solution. Divisions include Healthcare, Hospitality, Corporate, Education and Government.

In 2011, Armstrong was approved for the GSA Federal Supply Schedule for commercial moving and related services as it relates to the following schedules:

- **Schedule 48, SIN 653.8 – Office Relocation:** A full range of services to remove the existing office furniture, equipment and related supplies from the existing location, transport the items to the new location, and place them according to the direction of the federal agency... pre-move planning, relocation plan designing, packing materials, packing/ crating, loading/ unloading, delivery and setup.
- **Schedule 874V, SIN 874.503 – Distribution and Transportation Logistics:** Planning, designing, implementing or operating systems or facilities for the movement of supplies, equipment or people... typical tasks include moving and storage (excluding household goods)... freight forwarding.
- **Schedule 48, SIN 411.3 – Transportation Consulting Services:** Assistance in spend analysis, benchmarking, best practices evaluations... performance metrics, outsourcing studies... requirements analysis, policy review, audit analysis... on the full range of transportation and assessorial services to fulfill requirements for one or modes of transportation.

Over the last eight years, Armstrong has expanded its client base more than 20% per year. With multifaceted workplace service offerings, Armstrong engages a wide spectrum of industries including corporate, biomedical, retail, healthcare and technology. Armstrong has succeeded with several major corporations including: Regions Financial Corporation, BBVA Compass, Wells Fargo & Company, Sterne Agee Group, Alabama Power, Johnson Controls and Human Healthcare, Southern Nuclear, PNC Bank, ACIPCO, Harbert Corporation, Altec, Drummond Company, Children's Hospital of Alabama, Baptist Health System, Protective Life Corporation, Brookwood Health System and Tenet Healthcare. As a result, Armstrong continues to enhance our strategic insights and best practices; combined with a commitment to process, proprietary technology development and performance management, the Armstrong account team has achieved a strong foundation of experience.

### **Financial Stability**

Under consistent leadership and philosophy since 1957, Armstrong has achieved 54 consecutive years of profitability and 43 consecutive years of revenue growth. This degree of stability ensures the depth of resources needed to satisfy the needs of clients, both today and tomorrow. D&B # - 153594387 Insurance: (Insurance Contact-Lipscomb Pitts Insurance LLC.pdf and COI, furnished upon request).

## **Mission**

Our mission is to provide our clients comprehensive relocation services of exceptional value. We strive to give our customers a relocation experience that is as trouble-free and convenient as possible, with a single point of work for a complete spectrum of resources. We are committed to achieving quality through teamwork, integrity, cooperation and continuous improvement.

### **Line of Business (LOB)**

Armstrong provides services in the following areas:

### **Project Management**

- Experienced Team for an Efficient, Organized, Cost Effective Solution

### **FF&E Installation & Liquidation**

- Quality Trained Specialists Experienced in all Furniture & Fixture Lines

### **Inventory Management**

- Proprietary Technology for Complete Asset Management Services

### **Warehousing**

- Global Footprint of Professionally Staffed Warehouses

## **Project Management**

Project Management by Armstrong effectively manages and executes your project needs resulting in an efficient, organized, cost-effective investment. Our seasoned project managers utilize proven processes in order to streamline services, while minimizing cost to the client.

- Single Point of Contact
- Pre-Project Planning and Budgeting
- Development of Project Timeline
- Development of Implementation Plan
- Technology Solution via AMS
- Effective and Constant Communication
- Timely and Accurate Reporting
- Ability to Adapt to Schedule Changes
- Project Follow Up and Punch List
- Shipment Tracking/Reporting

## **FF&E Installation & Liquidation**

Armstrong strives to create long term relationships with clients in the hospitality industry. From a new build to a renovation, Armstrong has all your FF&E requirements covered. Our seasoned and trained installation & liquidation crews adapt to the needs of an ever changing environment.

- Furniture Installation
  - Guest Rooms
  - Public Areas
- Furniture Reconfiguration
- Furniture Cleaning & Refurbishing
- Fixtures Installation

- Hangables
- Debris Removal/Recycling
- Interior Signage
- Liquidation Processes
  - Brokerage
  - Live Auctions
  - Online Auctions
  - Recycling
  - Web-based Retail Sales
- Open Book Transactions

## **Inventory Management**

Armstrong prides itself on staying ahead of the competition. Through our proprietary inventory management system, we have the capabilities to cater to each individual client needs. The constant evaluation and continuous improvement separates Armstrong from the rest.

- Armstrong Proprietary Technology (AMS)
- Online Web Access
- Digital Imaging
- Customized Reporting
- Order Tracking
- EDI/Excel Compatible

## **Warehousing**

Armstrong offers state of the art warehousing facilities from coast to coast. Our nationwide footprint is capable of handling any size project with the quality assurance you know and have come to trust with Armstrong. Our trusted network of facilities is held to the highest of standards in order to meet the ever changing needs of our clients.

- Nationwide Coverage/Footprint
- Inventory Management
- Modern Equipment & Processes
- Clean and Climate Controlled
- 24-hour Monitored Security
- Easily Accessible
- Fire Suppression System
- Professionally Staffed and Managed
  - Trained, Certified & Knowledgeable Staff
- Insured
- Just In Time Deliveries

# Technology

## AMS

AMS is a premier provider of fixed asset business process outsourcing (BPO) and information technology (IT) services with solutions for commercial clients and government agencies across America. AMS recognizes the need for a business to connect to their fixed assets for enhance strategic planning, accountability, redeployment, cost containment, security, and compliance initiatives. At AMS, we integrate business consulting systems, software, hardware, and IT services into solutions to meet your goals through the utilization of "Software as a Service" (SaaS). This means the headache and Expense of setting up servers and maintaining the software and security is handled by us and you get the benefit. The system is scalable for one use to over ten thousand. You don't have to worry about running out of licenses or space.

- Online Asset Catalog
- Project Management
- Global Storage and Transit
- Asset Inventory System
- Warehouse Management
- Display / Exhibit Management
- Office Moves and Relocation
- Building Renovation Projects
- Records / File Management and Storage



**Response:** Basic Scope of Services - A complete resume of projects completed by the warehousing and installation firm of similar or greater scope. This resume should include dates, and clients (references).

## **REFERENCES**

### **Brookwood Medical Center / Tenet Health**

2010 Brookwood Medical Center Drive

Birmingham, AL 35209

Armstrong Relocation has an ongoing relationship with Brookwood Medical Center (15+ years) which is a Tenet Healthcare Corporation location. Over 900 privately practicing physicians treat and refer patients to Brookwood, with over 200 physicians practicing in offices located in one of the four professional office buildings connected to the hospital.

- POC: Jerry Goodall - Purchasing & Materials Management, (205) 877-2444; [jerry.goodall@tenethealth.com](mailto:jerry.goodall@tenethealth.com)

### **Joslin Diabetes Center - 513 Brookwood Boulevard, Birmingham, AL 35209**

To find the best diabetes care, we didn't just follow the leaders, we brought them here. The Joslin Diabetes Center at Brookwood Medical Center is the only southeastern affiliate of the Harvard-based Joslin Diabetes Center, a recognized leader in diabetes treatment, education and research. Relocations of the Joslin Diabetes Center included staff and Doctors' offices, exam rooms and medical equipment, patient records, along with back office FF&E. These moves were completed by Armstrong Relocation in the early spring of 2011. Armstrong cleared and created working spaces prior to construction of The New Women's Medical Center. Upcoming events include assisting with the move-in of the new Women's Medical Center which provides advanced women's care in the newly constructed 121,000 square foot facility with five-star amenities. Created exclusively for our maternity and neonatal programs, each floor is designed with mother and baby in mind.

- Warehouse Decommission - Armstrong has assisted with Brookwood efforts to modernize the warehousing facilities and satellite locations.
  - Office Relocations - Armstrong has handled over 1500 office relocation on behalf of Brookwood Medical Center.
  - Laboratory Relocations - Armstrong has had key roles in the relocation of medical equipment whether moving within the same space or from 2,000 miles away.
  - Move Coordination - We have a weekly crew assigned to Brookwood for internal moving.
  - PC Relocations - We work directly with the Dell Corporation on-site services group to assist with Brookwood Medical's large scale moving needs.
  - Interstate Transportation - Armstrong performs Household goods and equipment moves including modular furniture installation, tear down/rebuild. Armstrong Relocation is adaptive to evolving construction schedules with Brookwood.
-

**Carraway Medical Center**

**Birmingham, AL**

(Closure and liquidation)

Carraway Hospital (originally Norwood Hospital, most recently called Physicians Medical Center Carraway) was a 617-bed hospital located at 1600 Carraway Boulevard in the Norwood neighborhood of Birmingham. The building is known for its landmark revolving blue star. In 2007, the hospital changed its name from Carraway Methodist Medical Center after a group of doctors purchased the facility out of bankruptcy. The hospital closed its doors on October 31, 2008, after the new investors could not keep the hospital out of bankruptcy.

**Albert M. Watson, VP**

Special Assets Group  
BBVA Compass Bank  
4958 Valleydale Road  
Suite 101  
Birmingham, AL 35242  
(205) 297-3333

**Jesse S. Vogtle, Jr.**

Partner, Attorney At Law  
Balch & Bingham LLP  
1901 Sixth Avenue North  
Suite 1500  
Birmingham, Alabama 35203-4642  
(205) 226-3465

Armstrong Relocation in Birmingham, AL was retained by the lead bankruptcy attorney and Bank to identify and locate approximately 2,000+ assets within the 1,000,000 square feet of office space and 45 acre campus. After an extensive review of the properties Armstrong returned detailed findings on approximately 12,000 items. The bankruptcy courts then gave rights and privileges back to the Bank for sale of all assets within the campus. An initial offer was received by the Bank for complete asset liquidation for \$600,000.00 and that offer was turned down. A team was put together to liquidate the entire asset listing and Armstrong was a key member in identifying, escorting and removing the medical equipment. Long story short- the final numbers on the liquidation came to \$3,400,000.00 million in asset sales.

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**Residence Inn by Marriott**

1200 Hilmar Court  
Montgomery, Alabama 36117

Armstrong Relocation was retained by Executive Logistics Services for the project services encompassing warehousing handling in, storage, warehouse handling, and final mile delivery for the renovated Marriott Residence Inn from July 2011 through April 2012 (projected phase completion).

- POC: Executive Logistics Services (ELS) – Candy Hopkins, In-House Project Manager, (800) 248-7958; [chopkins@elserve.com](mailto:chopkins@elserve.com)
- July 2011 through April 2012 (project phase completion); 104 suites, FF&E, Custom Cabinets; 250,000 tonnage at peak; 12,000 square feet of floor space

## **CURRENT PROJECTS:**

### **Princeton Baptist Medical Center – Birmingham, AL 35211**

Warehousing, Installation and Relocation Services for hospital expansion encompassing equipment totaling \$1,995,000 along with the facility expansion totaling 90,000 square foot of space to house new rooms for operations and other procedures, new waiting, admissions areas and main entrance scheduled for 2012.

- POC: Mary Niles, Mitchell's Project Director, Mitchell Associates, 630 Dundee Road, Suite 340, Northbrook, Illinois 60062. (847) 412-0300 x 222; [mniles@mitchellplanning.com](mailto:mniles@mitchellplanning.com)
- Armstrong Project Management: Jim Haberstroh and William Carroll



**Children's  
of Alabama**

### **Children's of Alabama – Birmingham, AL**

Children's of Alabama (COA) is a comprehensive children's healthcare system that includes primary care physicians, specialists, parents, educators and child advocates. COA is a private, not-for-profit institution and is the 15th largest pediatric medical center in America in outpatient and inpatient visits. Children's of Alabama cares for medical and surgical cases for newborn through 19 years of age. The Hospital serves as the primary teaching facility for the University of Alabama in Birmingham's (UAB) Department of Pediatrics with a robust medical research division. COA is Birmingham's 11th largest Hospital (based on licensed beds) and the metropolitan area's 16th largest employer (based on the number of local employees). COA was founded in 1911 and has grown to its present campus in Midtown Birmingham covering more than 4 city blocks and includes 7 buildings totaling more than 900,000 square feet, over 3,000 structured parking spaces and pedestrian bridges over 6th and 7th Avenues South.

#### **Current Project Team:**

- Program Manager: KLMK Group out of Birmingham, AL
- Construction Manager Joint Venture: Hoar Construction/BE&K Building Group out of Birmingham, AL
- Project Architect: HKS out of Dallas, TX teamed with Giattina Aycock Studio in Birmingham, AL
- MEP Engineering Firm: CCRD out of Dallas, TX
- Geotechnical Engineer: Bhate Geosciences out of Birmingham, AL
- Medical Communications/Technology & Security Planner: EDI out of Atlanta, GA
- Commissioning Agent: Noveen Consulting out of Louisville, KY.
- Relocation Specialist – Armstrong Relocation and Companies

Project Scope as Relocation Specialist:



Preplanning Meetings, Project Scheduling, Project Coordination, Communication Plan, Move Coordination, Firm/Coordination, Employee Move Orientation Meetings, Move Supervision, Storage Facility, Move Planning, Existing and Expansion Relocation.

- POC: Gary Wilkinson, KLMK's Project Director, KLMK, 2090 Columbiana Road, Suite 3500, Birmingham, AL 35226. (205) 259-1946; [gwilkinson@klmkgroup.com](mailto:gwilkinson@klmkgroup.com)
- Armstrong Project Management: Jim Haberstroh and William Carroll

#### REFERENCES - RELOCATION OF LIBRARY RECORDS, PERIPHEALS

1. Name of Institution: Montgomery County Commission  
Address: Admin. Building (Annex III); 101 S. Lawrence St.; Montgomery, AL 36104  
Contact Person: Donald Mims, Administrative Director  
Phone No./Email Address: (334) 832-1210 / donaldmims@mc-ala.org  
No. of volumes moved: 1,000,000+ (Irreplaceable, historical documents/archives/records from the last 200 years) Completed in Jan/Feb 2009
2. Name of Institution: HealthSouth Corporation  
Address: 3660 Grandview Pkwy, Suite 200; Birmingham, AL  
Contact Person: Susan Shultz  
Phone No./Email Address: (800) 765-4772 / susan.shultz@healthsouth.com  
No. of volumes moved: 3,000,000+ (2004 – 2009)
3. Name of Institution: Emory University / Pitts Theology Library  
Address: 1531 Dickey Drive; Atlanta, GA 30322  
Contact Person: Dr. Winston Worrell  
Phone No./Email Address: (404) 727-6344 / wworrel@emory.edu  
No. of volumes moved: 520,000 (summer 2007)
4. Name of Institution: Georgia State University  
Address: University Library; 100 Decatur St. SE; Atlanta, GA 30303  
Contact Person: Laura Burtle  
Phone No./Email Address: (404) 413-2706 / lburtle@gsu.edu

No. of volumes moved: 300,000+ (Library relocation, 2006)

5. Name of Institution: University of Alabama at Birmingham

Address: 620 Admin. Building; 701 20<sup>th</sup> St. South; Birmingham, AL 35294

Contact Person: Erskine Johnson

Phone No./Email Address: (205) 934-8403 / [eirock@uab.edu](mailto:eirock@uab.edu)

No. of volumes moved: 334,000 (Lister Hill Library Relocation)

6. Name of Institution: Samford University

Address: 800 Lakeshore Drive; Homewood, AL 35209

Contact Person: Dan Connell

Phone No./Email Address: (205) 726-2537 / [jjconnel@samford.edu](mailto:jjconnel@samford.edu)

No. of volumes moved: 551,000

7. Name of Institution: Georgia State University

Address: One Park Place S, Suite 901; Atlanta, GA 30302

Contact Person: John A. Jones, Buyer III

Phone No./Email Address: (404) 413-3157 / [johnjones@gsu.edu](mailto:johnjones@gsu.edu)

No. of volumes moved: 105,600 (Jan/Feb 2008)

8. Name of Institution: The Birmingham News Company

Address: 2201 Fourth Ave. N; Birmingham, AL 35203

Contact Person: Ellen B. Williams

Phone No./Email Address: (205) 325-2217 / [ewilliams@bhamnews.com](mailto:ewilliams@bhamnews.com)

No. of volumes moved: 1,500

9. Name of Institution: Trussville City School System

Address: 601 Parkway Drive; Trussville, AL 35173

Contact Person: Anthony Montalto; Transportation/Support Services Director

Phone No./Email Address: (205) 661-3777 / (205) 228-3000

No. of volumes moved: 150,000+ (2 school libraries)

10. Name of Institution: Balch & Bingham, LLP

Address: 1901 Sixth Ave. N, Suite 2600; Birmingham, AL 35203

Contact Person: Gary DeLoach

Phone No./Email Address: (205) 488-5545 / gdeloach@balch.com

No. of volumes moved: 150,000+ (3 law libraries)

11. Name of Institution: Auburn University

Address: Facilities Division; Auburn, AL 36849

Contact Person: Laura Fox

Phone No./Email Address: (334) 703-0214 / lsf0001@auburn.edu

No. of volumes moved: 50-75 commercial moves per annum, including records and periodicals

12. Name of Institution: Regions Financial Corporation

Address: PO Box 11007; Birmingham, AL 35288

Contact Person: Melba Early

Phone No./Email Address: (205) 326-5120

No. of volumes moved: Records – Annual moves, storage

13. Name of Institution: University of South Alabama

Address: Administration Building 165; Mobile, AL 36688

Contact Person: Melissa Wold

Phone No./Email Address: (251) 460-6251 / mwold@usouthal.edu

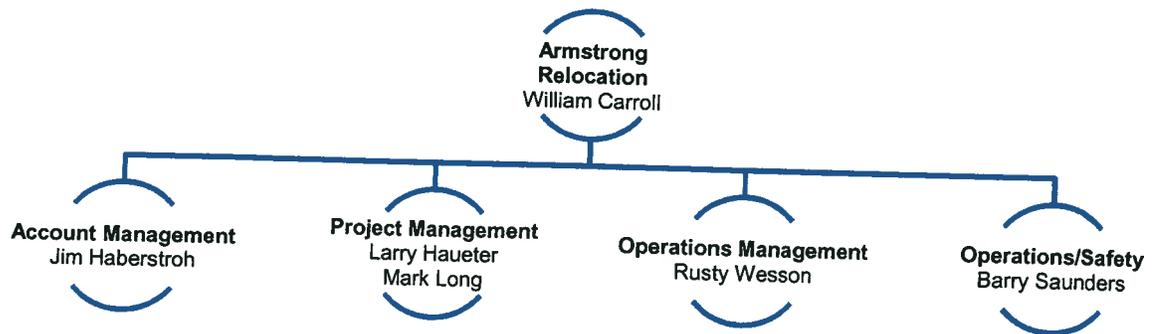
No. of volumes moved: 100,000+ (Registrar's Office)

14. Name of Institution: Altec Industries  
Address: 210 Inverness Center Drive; Birmingham, AL 35242  
Contact Person: Jack Frantz  
Phone No./Email Address: (205) 991-7733  
No. of volumes moved: Records – Annual Moves, Storage

15. Name of Institution: Alabama Power Company  
Address: 600 North 18<sup>th</sup> Street; Birmingham, AL 35291  
Contact Person: Jim Prestwood  
Phone No./Email Address: (205) 257-3921 / JAprestw@southernco.com  
No. of volumes moved: Records – Annual Moves, Storage

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Identification of key personnel to be involved in the project with a short description of their qualifications.



Armstrong Relocation – Birmingham, AL

**WILLIAM W. CARROLL, President**

Work Experience

- 2013 – Present Armstrong Birmingham and Montgomery President
- 2008 – 2012 Armstrong – SVP, Corporate Relationship / Project Manager
- 2004 - 2008 Wachovia Bank (formerly SouthTrust Bank)
- 1987 – 2004 SouthTrust Bank

Education

- B.S. – Accounting and Finance, Mississippi State University, 1986; The Alabama Banking School and the American Bankers Association Graduate School of Human Resources Management.

Community Involvement

Member First United Methodist Church, several professional and community organizations, including National Society of Human Resources Management, the Birmingham Society of Human Resources Management, the Birmingham Museum of Art, the Birmingham Ballet Ball, the American Diabetes Association, the United Way, and the Executive Leadership Team for American Heart Association, Birmingham Tip-Off Club Board Member, and Birmingham-Southern College.

William has more than 20 years of human resources and bank management experience, previously with Wachovia Bank (Birmingham, AL) as senior vice president, senior human resource director for the MidSouth (Alabama, Mississippi, Tennessee and Northwest Florida) and Georgia regions. William began his banking career with SouthTrust, now Wells Fargo Bank, in 1988 as a management associate, holding a variety of positions in branch management and human resources. Prior to the SouthTrust merger with Wachovia Bank, William was Senior Vice President, Human Resources Group Manager of Human Resources of SouthTrust Bank, responsible for the human aspects of mergers and acquisitions, along with human resources management

responsibilities for ISSSD, as well as the Community, Urban and General Banking Divisions of Alabama; Florida; Georgia; Mississippi; Tennessee; and Texas.

Qualifications relating to Children's Hospital of Alabama project

- NCAA / CG – Developed and directed team to Inventory, provide global logistics and install assistance for Final 4, Regional 8 and Frozen 4 collegiate events. Play active roles in pre-planning, staging, and installation of all FF&E for the collegiate event.
- Responsible for Corporate Sales and Project Management for the Birmingham and Montgomery locations, providing National Account household goods, facility moving and related relocation services globally. William is a key contributor in multiple strategic roles (Sales, Marketing, Project Management) in a cross-section of industry categories (Transportation, Retail, Medical, Manufacturing, Financial Services), in both public and private sectors to over 40 clients. Consultative business development, sales channel partnerships, performance coaching, strategic planning, process analysis and quality improvement for corporate, hospitality, financial-related and healthcare organizations.

## **BARRY H. SAUNDERS, Operations**

### **Work Experience (Armstrong)**

- 1997 – Present      President, Birmingham, AL
- 1994 – 1997      President, Chattanooga, TN
- 1987 – 1994      Vice President & General Manager, Birmingham, AL
- 1983 – 1986      Operations Manager, Birmingham, AL
- 1982 - 1983      Long Distance Dispatcher
- 1980 - 1982      Operator/Owner
- 1975 - 1979      Summer Help at Armstrong Relocation Headquarters, Memphis

### **Education**

- B.A. - The University of Alabama, Tuscaloosa, AL – 1980

### **Awards**

- 6 Time President's Club Honoree

### **Community Involvement**

Member Cahaba Park Church PCA, Life Sponsor for Ducks Unlimited, Board Member, Baptist Health Foundation, Board Member, Birmingham Suicide Prevention

**JAMES J. HABERSTROH, Division President - AMS**

**Work Experience**

- 2008 to present Division President, Armstrong Relocation / Asset Management Solutions
- 1991-2008 Principal / COO of Continental Van Lines, Inc.
- 1988-1991 Operations Manager Continental Van Lines, Inc.
- 1984-1988 Salesperson Continental Van Lines, Inc.

**Education**

- B.A. - University of Alabama Birmingham, AL - 1984

**Awards and Accomplishments**

- Customer Choice Quality Agent Award from NorthAmerican Van Lines - First 4 time winner
- 1994-2000 Elected to Agent Board of NorthAmerican Van Lines, Inc for Agent Technology
- 2002-2007 Elected to Agent Board of NorthAmerican Van Lines, Inc for Agent Quality
- 2009-2010 Mover for Governor of Alabama Special Taskforce for Illegal Gambling

\*Jim Haberstroh currently resides in Mountain Brook, AL with his wife and two children.\*

**Qualifications relating to Children's Hospital of Alabama project**

- HealthSouth – Developed and directed team to Inventory; provide global logistics and install a 40 patient rehab hospital in Maniti, Puerto Rico for HealthSouth Rehabilitations. Played active roles in pre-planning, staging, and installation of all FF&E for the new facility.
- Carroway Hospital - Closed, inventoried and liquidated a 600 patient room hospital totaling over 1,000,000 square feet on a 45 acre campus. The hospital had been closed due to bankruptcy. Our team was given a 2,000 item inventory to identify and locate, ultimately managed well over 12,000 items as identified and liquidated totaling \$3,400,000 in recovery.
- Brookwood Medical Center - Assist with clinical and lab moving along with other FF&E movements within the 4 building campus and multiple off campus facilities. This is an ongoing contract basis that I have managed for the past 15 years.

### LARRY HAUETER, AMS Systems Manager

#### Work Experience

- 2009 – Present           AMS Systems Manager for Armstrong Relocation
- 2008 – 2009           Warehouse Manager and Asset Management for Armstrong Relocation
- 2003 – 2008           Warehouse Manager for Continental Van Lines
- 2001 – 2003           Mover for Two Men and a Truck

#### Education:

- BA in Youth Ministry from North Central Bible College, Minnesota 1996
- MA in Educational Ministry from Wheaton College, Illinois 1999

### MARK A. LONG, Project Manager

#### Work Experience

- 2012 – Present           Project Manager, Armstrong Relocation/Asset Management Solutions
- 2010 to 2012           Master Warehouseman, Southern Company's PSDF facility through Caddell
- 1999 – 2010           Owner, NewSouth LLC

NewSouth, LLC was the parent company for NewSouth Service Company and NewSouth Distribution. NewSouth Service Company specialized in third party services, primarily for relocation companies, and included connecting and disconnecting household appliances, assembly and disassembly of household and office furniture and equipment, building custom crates for high-value and fragile household, office and medical items and equipment and some light plumbing and electrical work. We also provided delivery, assembly and training on PACS workstations to hospitals throughout the Eastern United States.

NewSouth Distribution provided "last mile" logistics services to residential, office, commercial and industrial customers. In our tenure, we delivered a variety of items too numerous to list. Our customers included La-Z-Boy, Sam's Wholesale, Lowe's, Home Depot, Storehouse Furniture, Mark's Fitzgerald, American Wood mark Cabinets, Rooms to Go and Cost Plus World Market.

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CITY OF MOUNTAIN BROOK

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

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### Healthy Vision Month

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**WHEREAS**, a child's ability to learn and enjoy the world around them becomes more difficult without good vision; and

**WHEREAS**, children with untreated eye problems can worsen and can cause a child other serious problems impacting their ability to learn and properly develop; and

**WHEREAS**, untreated eye problems, such as amblyopia, are very serious and can lead to the loss of vision if not detected and treated early in life; and

**WHEREAS**, many eye problems begin at an early age and may be more effectively treated early on, it is important for all children to receive proper eye care.

**WHEREAS**, vision problems affect 25% of school-aged children and 5% of preschool children; and

**WHEREAS**, the best way to detect vision problems at the earliest, most treatable stages, is through a comprehensive dilated eye exam; and

**WHEREAS**, these comprehensive dilated eye exams can detect eye diseases and conditions before vision loss occurs; and

**WHEREAS**, all parents are encouraged to schedule a comprehensive dilated eye exams for their child before they enter kindergarten; and

**WHEREAS**, May is designated across the nation as Healthy Vision Month in order to elevation vision as a health priority for the nation; and

**WHEREAS**, Hayley Barber is a contestant for Miss Alabama, holding the title "Miss Jefferson County" this year and her personal platform is "Sight for Small Eyes"; and

**WHEREAS**, Hayley Barber will be traveling across Jefferson County and the state in May on behalf of Sight Savers America, an Alabama-based nonprofit, to raise awareness of the importance of improving access to children's eye care:

**NOW, THEREFORE, I, DO HEREBY PROCLAIM** May 2013, as

### **HEALTHY VISION MONTH IN MOUNTAIN BROOK, ALABAMA**

in the City of Mountain Brook, and I urge all residents to celebrate the occasion and to support efforts to promote healthy vision.

Given under my hand and the City of Mountain Brook,  
Alabama, on this 25th day of March, in the year of our Lord,  
2013, and of the Independence of the United States of America.

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**Lawrence T. Oden, Mayor**



Doris Kenny &lt;kennyd@mtnbrook.org&gt;

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## Miss Jefferson County/Proclamation

1 message

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**K Barber** <familybarber2003@yahoo.com>  
Reply-To: K Barber <familybarber2003@yahoo.com>  
To: "kennyd@mtnbrook.org" <kennyd@mtnbrook.org>

Thu, Mar 14, 2013 at 10:12 AM

Dear Doris,

I appreciate you speaking with me on the phone the other day about my daughter, Hayley Barber, "Miss Jefferson County".

Hayley is a Freshman at the University of AL, double majoring in Pre-Optometry.

Every Miss AL contestant is required to support and promote, Childrens Miracle Network, and their own personal Platform.

Hayley's is "Sight for Small Eyes", last summer she volunteered more than 50 hours with UAB School of Optometry, and she also volunteers with Sight Savers America who focuses on assisting children with low vision.

Attached you will find a Proclamation, as per our phone conversation. I appreciate your support in seeing that the City of Mtn. Brook signs it.

Sincerely and God bless,

Pastor Mark Barber

205-902-9674

Hayley's contact: [hayley.barber@ymail.com](mailto:hayley.barber@ymail.com)  
205-527-6082

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### 2 attachments



**HAYLEY%20PORTRAIT.jpg**  
134K

**Mt.Brook Proclamation.docx**  
12K

**RESOLUTION NO. 2013-051**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies a \$13,659.00 change order to Brasfield & Gorrie, L.L.C., for the installation of a rooftop screen on the municipal complex.

**ADOPTED:** This 25th day of March, 2013.

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

**APPROVED:** This 25th day of March, 2013.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 25, 2013, as same appears in the minutes of record of said meeting.

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

**BRASFIELD & GORRIE L.L.C.**

**ESTIMATE WORKSHEET**

PROJECT: Mountain Brook Municipal Complex  
 LOCATION: Mountain Brook, AL  
 ARCH/ENG: Williams Blackstock Architects  
 DESCRIPTION: RFP #30 - Add Screen Wall Structure around Roof Top Unit

PAGE NUMBER: 1  
 DATE: 03/18/13  
 SUMMARY BY: BT  
 PRICED BY: BT  
 CHECKED BY: RM

ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB / EQUIP		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	Material Hoisting - Brasfield & Gorrie	6	mh	0.00	0.00	25.00	150.00	0.00	0.00	150.00
2	Daily Clean up of Roof Area - Brasfield & Gorrie	8	mh	0.00	0.00	20.00	160.00	0.00	0.00	160.00
3	Temporary Protect Finished Roof Area - Brasfield & Gorrie	6	mh	0.00	0.00	20.00	120.00	0.00	0.00	120.00
4	CityScapes Screen Wall (Furnish and Install) - CityScapes	1	ls	0.00	0.00	0.00	0.00	11,600.00	11,600.00	11,600.00
5										
6										
7										
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14										
15										
16										
17										
18										
19										
20										
	<b>SUB TOTAL</b>					0	430		11,600	12,030

**Clarifications:**

- 1 CityScapes Design is approved by Architect and Engineer
- 2 Color of CityScapes panel is to be Slate Gray
- 3 Style of CityScapes panel is to be Louvered

Matenal Tax	9.00%	0
PRT/Insurance (Labor)	48.15%	207
Insurance/Bonds/Permits	1.50%	180
Overhead and Profit	10.00%	1,242
<b>TOTAL</b>		<b>\$13,659</b>



## An affordable solution for equipment screening is finally here...

Envisor equipment screens now offer architects the flexibility to create affordable, elegant, customized screening solutions that integrate with their building design, all with no rooftop penetration.

Our patented equipment screens also provide a viable solution for municipal screening code requirements on everything from HVAC units to

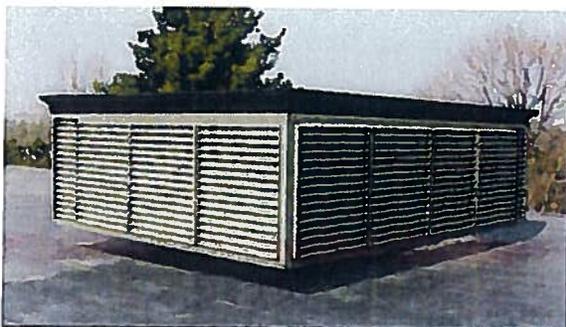


The Ohio State University Foundation Columbus, Ohio

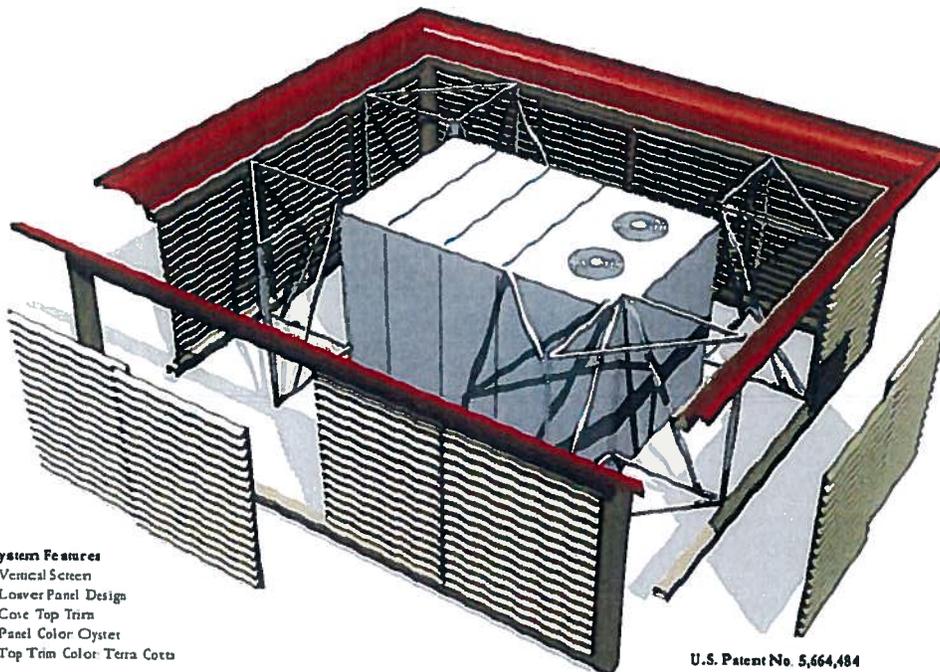
chillers, air handlers, power exhausts, roof stacks, communication equipment, dumpsters - you name it!

## Customizing a screen to fit your needs is easy...

Simply choose between canted or vertical, decide on a panel design, select a top trim (optional), and pick a color. It's that simple! We can customize any feature to your particular design requirements, including custom panel designs, custom colors, and custom top trim designs. If you don't see what you need, tell us what you want. We'll build it for you.



52" Louver Panels



### System Features

- Vertical Screen
- Louver Panel Design
- Cane Top Trim
- Panel Color Clyster
- Top Trim Color Terra Cotta

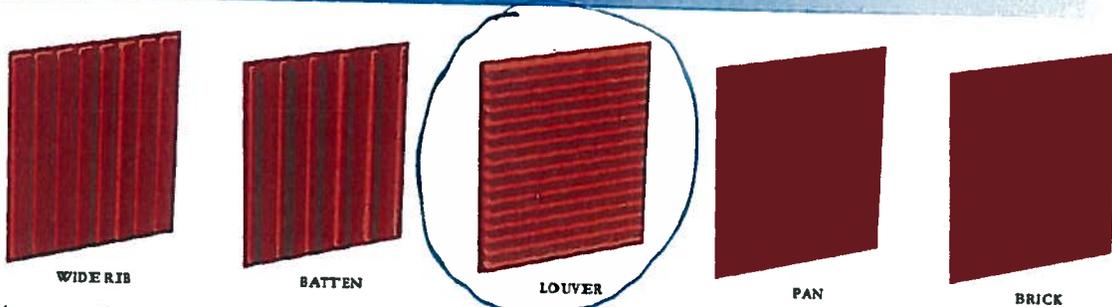
U.S. Patent No. 5,664,484

## Step 1: Choose a Canted or Vertical System



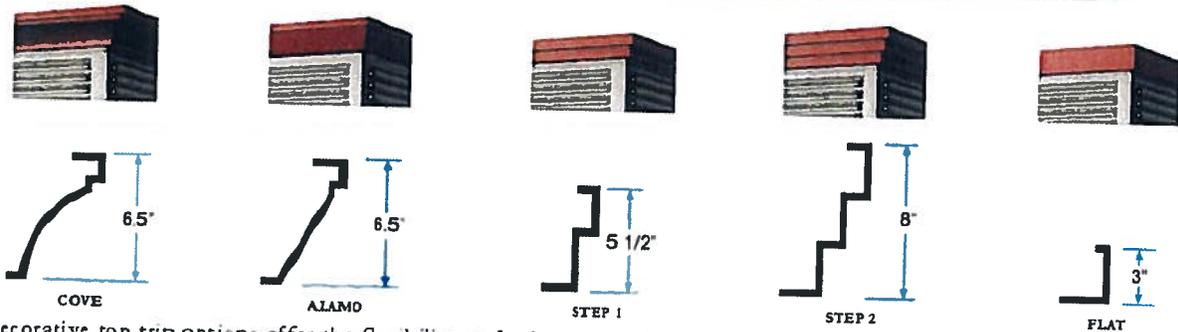
Envisor screens are the perfect alternative to parapet walls and they satisfy even the strictest screening code requirements. Both styles feature our patented attachment method, which secure our screens directly to the equipment with no rooftop penetration. Screen heights are available to screen virtually anything you desire.

## Step 2: Decide on a Panel Design



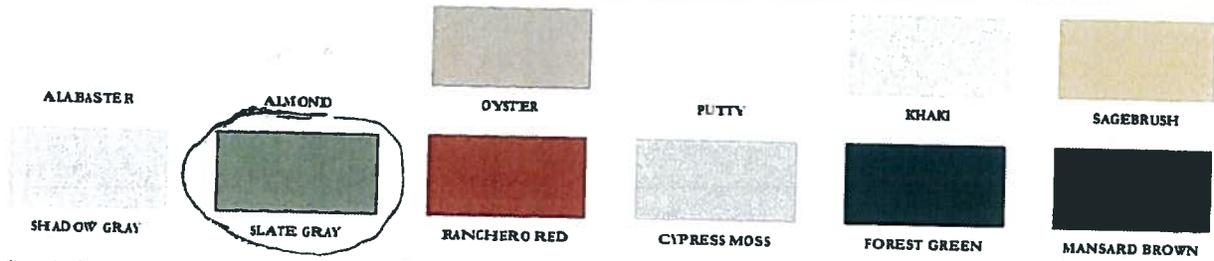
Panels are available in 5 standard styles allowing you to control the project without sacrificing the essential elements of the building design. The panels are constructed of thermoformed high impact ABS with a co-extruded UV protective layer on both sides. The panels are held firmly in place using a rust-free, double tracked aluminum rail system. This enables the panels to slide side-to-side for easy access to the unit during servicing and maintenance. Don't see a panel that fits your project? Tell us and we'll make one that you design.

## Step 3: Select a Top Trim (optional)



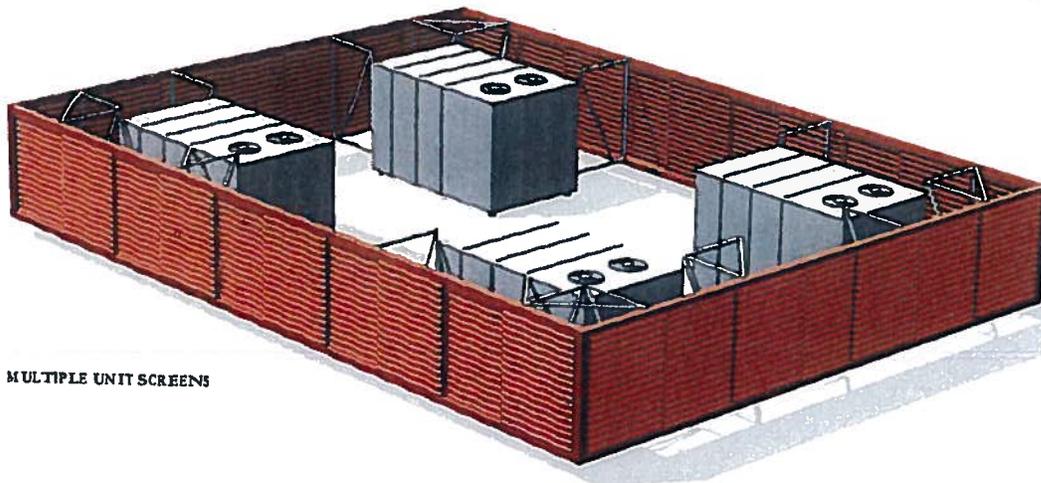
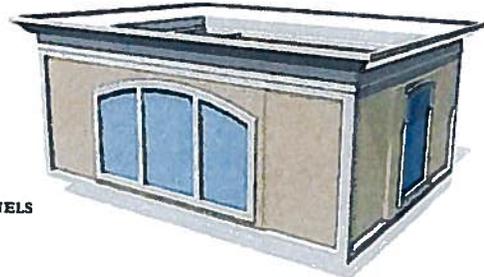
Decorative top trim options offer the flexibility to further customize the elegant appearance of the screens by picking up on your building design elements and incorporating those details into the screen itself. Although optional, they offer one more way to make screens part of the design, not part of the problem. We can manufacture any size and shape top trim you create.

## Step 4: Pick a Designer Color



Our designer colors complement most architectural applications, but don't let standard colors limit your creativity. We have the ability to match to any cross-referenced color specification. Send us samples to match. We've even matched a color to a rock! Colors shown are only approximate. Please call for actual samples.

## Step 5: Custom Designed Solutions



Envisor equipment screens can be manufactured in a limitless combination of shapes and configurations to help reduce cost, add to the aesthetics of a building, or both. Let us design one for you! Just tell us the equipment manufacturer, the model numbers, and the special requirements you might have. Call for a complete design kit today or visit our website at [www.cityscapesinc.com](http://www.cityscapesinc.com).

**RESOLUTION NO. 13-052**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of an 040 – Retail Beer (On or Off Premises) license and an 060 – Retail Table Wine (On or Off Premises) license to Deborah Stone Ventures LLC (dba\ The Pantry) located at 17 Dexter Avenue, Mountain Brook, AL 35213.

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

**ADOPTED:** This 25th day of March, 2013.

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

**APPROVED:** This 25th day of March, 2013.

\_\_\_\_\_  
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 (2013-052) adopted by the City Council of the City of Mountain Brook at its meeting held on March 25, 2013, as same appears in the minutes of record of said meeting.

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





**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20130319140826844**

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: **DEBORAH STONE VENTURES LLC 205-370-2774**

What is lessors primary business? **RETAIL**

Is lessor involved in any way with the alcoholic beverage business? **YES**

Is there any further interest, or connection with, the licensee's business by the lessor? **YES**

Does the premise have a fully equipped kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: **1400** Display Square Footage:

Building seating capacity: **50** Does Licensed premises include a patio area? **YES**

License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: **5** Nearest: **1**

Nearest school: **4 blocks** Nearest church: **8 blocks** Nearest residence: **1 blocks**

Location is within: **CITY LIMITS** Police protection: **CITY**

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



# STATE OF ALABAMA

## ALCOHOLIC BEVERAGE CONTROL BOARD



**ALCOHOL LICENSE APPLICATION**  
**Confirmation Number: 20130319140826844**

**Initial each**

**Signature page**

DS

In reference to law violations, I attest to the truthfulness of the responses given within the application.  
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

DS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

[Signature]

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

[Signature]

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

[Signature]

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

DS

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

DS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DS

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): DEBORAH Stone

Signature of Applicant: [Signature]

Notary Name (print): Valencio Johnson

Notary Signature: [Signature] Commission expires: 1-4-14

Application Taken: 5-18-15 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office: Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20130319140826844**

**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

- Does the club charge and collect dues from elected members?
- Number of paid up members:
- Are meetings regularly held?
- How often?
- Is business conducted through officers regularly elected?
- Are members admitted by written application, investigation, and ballot?
- Has Agent verified membership applications for each member listed?
- Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
- For what purpose is the club organized?
- Does the property used, as well as the advantages, belong to all the members?
- Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**

- Is it for 30 days or less?
- More than 30 days?
- Franchisee or Concessionaire of above?
- Other valid responsible organization:
- Explanation:

**Special Events / Special Retail (7 days or less)**

- Starting Date:                      Ending Date:
- Special terms and conditions for special event/special retail:

**Other Explanations**

- Is the lessor involved in any way with the alcohol beverage business?: LESSOR IS THE LICENSEE
- Is there any further interest in, or connection with, the licensee's business by the lessor?: LESSOR IS THE LICENSEE

**RESOLUTION NO. 2013-053**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies an \$8,730.00 change order to Alscan, for the installation of a jail control panel on the municipal complex.

**ADOPTED:** This 25th day of March, 2013.

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

**APPROVED:** This 25th day of March, 2013.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 25, 2013, as same appears in the minutes of record of said meeting.

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



March 18, 2013

237 Oxmoor Cir. Suite 101  
Birmingham, AL 35209  
Office: (205) 945-0003  
Fax: (205) 945-0390  
[www.alscaninc.com](http://www.alscaninc.com)

Mr. Steve Boone,

Below is the price breakdown for the jail control panel change order request.

- (1) Custom fabricated jail control panel (face plate only): **\$1,438.00**
- (1) Engineering services/design: **\$415.00**
- (1) 19" sloped desktop rack mount with custom back plate: **\$320.00**
- (6) Stainless steel, latching push button switch with red light ring indicator: **\$53.00 each= \$318.00**
- (23) Stainless steel, momentary push button switch: **\$45.00 each= \$1,035.00**
- (23) 8mm green indicator light: **\$13.00 each= \$299.00**
- (23) 8mm red indicator light: **\$13.00 each= \$299.00**
- (29) Door position relays: **\$39.00 each= \$1,131.00**
- Miscellaneous hardware, wire, system programming and labor for a complete working system:  
**\$3,475.00**

Change order total: **\$8,730.00** (Eight thousand, seven hundred and thirty dollars and zero cents)

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Tourtellotte", is written over a white background. The signature is fluid and cursive.

Daniel Tourtellotte  
Alscan, Inc.