

**MOUNTAIN BROOK CITY COUNCIL
MEETING AGENDA**

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

MARCH 10, 2014 – 7:00 P.M.

1. Tom Vigneulee, candidate for U. S. Congress, Sixth District, to address the Mayor and members of the City Council.
2. Approval of the minutes of the February 24, 2014 regular meeting of the City Council.
3. Consideration: Resolution reappointing Pete Johnson as municipal court judge (term of office to end March March 13, 2016).
4. Consideration: Resolution reappointing Turner Williams as municipal court judge (term of office to end March March 1, 2016).
5. Consideration: Resolution declaring a 2009 Crown Victoria surplus and authorizing its disposal (totaled in the recent winter storm) in consideration of \$6,917.06 to be paid by Progressive Insurance.
6. Consideration: Resolution awarding the bid for street striping.
7. Consideration: Resolution awarding the bid for [utility] street cut patches.
8. Consideration: Resolution authorizing the execution of a professional services agreement between the City and Sain Associates for additional construction, engineering, and inspection services with respect to the Safe Routes to Schools sidewalk construction projects.
9. Consideration: Resolution authorizing the execution of a lease agreement between the City and Mountain Brook Board of Education with respect to the use of the Board's athletic fields for community recreational and athletic events.
10. Public hearing to consider the adoption of an ordinance amending the zoning code with respect to publication requirements for public hearings.
11. Announcement: The next regular meeting of the City Council will be March 24, 2014, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
12. Other business.
13. Comments from residents.
14. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 24, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 24th day of February, 2014. The Council President 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.

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Joy Moman.

1. AGENDA

1. Alicia Bailey of Sain Associates discussed the Phase 9 sidewalk construction project contract for services to be voted on in the formal meeting (See Resolution No. 2014-019).
2. Release and indemnification from Charles and Kelly Herron for the City's waiver of building Code requirements for property at 2709 Southwood Road – James Griffin. (Resolution No. 2014-020 was added to the formal agenda.)
3. A presentation was given by Robert Jolly of Retail Specialists relative to the proposed new development for Crestline Village.
4. Blair Perry of Gresham, Smith & Partners gave a presentation relative to their proposal submitted with respect to the Hollywood Boulevard sidewalk design. It was the consensus of the members of the City Council that this matter be tabled until more information is obtained.
5. Nimrod Long of Nimrod Long & Associates discussed a conceptual drawing for the final Cahaba River Park plans (Appendix 1).
6. Proposed Residential Building Code amendments – James Griffin and Jerry Weems. The members of the City Council announced that they will hold an informal [public] work session regarding this matter upon conclusion of the formal meeting (Appendix 2).

Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith stated that this meeting is adjourned.

Joy Moman, Acting City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
FEBRUARY 24, 2014**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 24th day of February, 2014. The Council President 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.

Absent: Lawrence T. Oden, Mayor

Also present were City Attorney Whit Colvin, City Manager Sam Gaston, and Acting City Clerk Joy Moman.

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

1. RECOGNITION OF GUESTS

Madeleine Odendahl and Samantha Kelly thanked the council for their support of the ongoing programs at the Museum of Art.

2. PROCLAMATION

Council President Smith read a proclamation (2014-015) proclaiming the week of March 3, 2014 through March 9, 2014 as Arbor Week in the City of Mountain Brook (Exhibit 1).

3. 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 10, 2014 meeting of the City Council.

2014-016	Reappoint Gina Thomas to Tree Commission to serve without compensation, with the term of office to end November 22, 2016.	Exhibit 2
2014-017	Reappoint Richard Goldstein to the MAX Transit Advisory Committee, to serve without compensation, with the term of office to end February 22, 2016.	Exhibit 3
2014-018	Accept the bid from Ingram Equipment Co., LLC for the purchase of a 16-foot platform skid and 15 foot (16 yard) dump bed both with hook lifts	Exhibit 4, Appendix 1
2014-019	Authorize the execution of a professional services agreement between the City and Sain Associates with respect to the Mountain Brook Sidewalks-Phase 9, CMAQ-PEI2() performance of field surveys and preparation of roadway plans.	Exhibit 5, Appendix 2

- 2014-020** Authorize the acceptance of a release and indemnification from Charles Keith Herron and Kelly Sims Herron with respect to the City's waiver of building code requirements for the property at 2709 Southwood Road. Exhibit 6, Appendix 3

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (no. 2014-016 through 020), are adopted by a vote of 5—0.

4. 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, March 10, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. WORK SESSION

There being no further business to come before the City Council, President Smith announced that the council will now convene in a [public] work session to discuss a proposal to amend the City's Residential Building Code. President Smith also announced that the City Council will adjourn upon conclusion of the work session.

Joy Moman, Acting City Clerk

EXHIBIT 1

ARBOR WEEK PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

RESOLUTION NO. 2014-021

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Turner Williams is hereby reappointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end March 1, 2016.

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Pete Johnson is hereby re-appointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end March 13, 2016.

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-023

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

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

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

Item	Description	Notes
1	2009 Ford Crown Victoria VIN 2FAHP71V09X123576	Totaled in the January 28, 2014 winter storm

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said vehicle to Progressive Insurance in consideration of \$6,917.06 said consideration representing fair value of the [totaled] vehicle prior to the accident.

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes of record of said meeting.

City Clerk

RESOLUTION NO. 2014-024

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a supplement to a professional services agreement, as more fully described in Exhibit A attached hereto, between the City and Sain Associates (Resolution No. 2012-27 dated August 27, 2012) for additional construction, engineering, and inspection services with respect to the Safe Routes to Schools sidewalk construction projects (SRTS-SR09 (903 & 904)).

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes of record of said meeting.

City Clerk



February 26, 2014

Mr. Sam Gaston
City Manager
City of Mountain Brook
3928 Montclair Road, Suite 200
Mountain Brook, AL 35213

**SUBJECT: Project No. SRTS-SR09 (903 & 904)
Safe Routes to School Mountain Brook Sidewalks, Jefferson County
Supplement to Contract for CE&I Services**

Dear Sam,

Based on a current project-to-date budget review of the Safe Routes project we are in need of a supplement to the original contract agreement. An hourly supplement of \$80,000 is hereby requested to cover budget overruns and additional services requested by the City.

Contract Summary

- Sain's original contract amount was approved at \$116,716.48 in August 2012.
- From August 2012 to August 2013, Sain expended \$21,999.39 of effort at the City's request to coordinate with the City and citizens over a section of the project that was ultimately removed from the project and conduct other coordination regarding the project in general. These services were outside the scope of work in the original contract because they were not connected with the actual construction.
- Removal of the contested section of project forced an automatic reduction in Sain's fee contract by \$21,428.05. The reduction was mandated by ALDOT due to their directive of the initial CE&I original budget being capped at 15% of the construction cost. Therefore, since the construction cost was reduced, the CE&I maximum contract amount was also reduced.
- The revised total contract for CE&I services (covered services from September 2013 to February 2014) is \$73,289.04.
- Sain has averaged \$20,000 in effort incurred per month on the Safe Routes project. The project has included extensive coordination with residents which has heavily influenced the amount of effort incurred. The current contract dollars will be expended at the end of February.
- A supplement of \$20,000 per month is needed to cover CE&I services from March 2014 to July 1, 2014 (total of \$80,000.00) to complete the project per the contractor's current estimated construction schedule. The requested supplement is hourly with a maximum budget of \$80,000.00 and is based upon the current completion date provided by the contractor. Per our contract terms, Sain only bills the City for the services rendered based upon the approved hourly rates and will not exceed the maximum budget for the project.
- With the supplement, the revised overall contract total will be \$175,288.43.

As stated above our CE&I services have typically incurred approximately \$20,000 in effort per month. The effort associated with our services includes:

- 45 hours per week (average) for full time inspection (\$20.00/hr base pay)
- 16 Hours per week (average) for project management (\$29.50/hr base pay)
- 2 hours per week (average) for project civil engineer oversight (\$43.00/hr base pay)
- \$3500 (average) per month for geotechnical services for required concrete testing

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243 - p (205) 940-6420 - f (205) 940-6433
www.sain.com

- Per our contract terms, all hours are multiplied by Sain's approved FAR audit rate (174.25%) and facilities cost of capital then the total invoice is adjusted for 10% profit.

As of February 1st, there was approximately \$20,000 remaining in the current project budget which should cover CE&I services to the end of February.

Services Outside of CE&I Scope

When the project was originally set to move forward, in August 2012, there was public displeasure regarding several portions of the project. Ultimately the City decided to remove a portion of the project along Dexter Ave. From August 2012 until August 2013, Sain incurred expenses for coordination (phone calls, emails, and meetings) with residents, ALDOT, the City, and the designer (Nimrod Long and Associates). To compensate Sain for these expenses, the City decided to keep Sain's CE&I contract open with the intent of supplementing the contract as needed.

During the time period from August 2012 until August 2013 and prior to commencement of construction Sain incurred approximately \$22,000 in effort associated with the above-described project coordination.

Modification of the Original Contract

The original contract estimated the number of contract days as 130. When the Dexter Avenue portion of the project was removed and the plans were re-bid at a reduced cost of almost \$200,000, the 130-day project schedule was not reduced. By not reducing the construction schedule, the contractor is allowed the same amount of time to do less work. ALDOT requires the original budget for CE&I to be capped at 15% of the overall construction fee. Therefore, when the construction cost was reduced, ALDOT reduced Sain's fee by approximately \$21,500.

Construction Schedule Delays

The construction inspection work started in August 2013. Based completely on 130 working days and without any delays, the construction end date was originally estimated to be around March 7th (including holidays). At the start of construction, Sain evaluated our contract of \$73,289 and estimated the CE&I could possibly be completed within the remaining budget if no delays were experienced and property owner coordination was minimal. However, the project has experienced delays and coordination with residents has been extensive.

The project has been delayed due to several factors.

- From the start of construction until February 1st there have been 25 working days not charged due to weather-related issues that have hindered Walker Patton's crews from working at all or working on "controlling items of work".
- There have been 13 other days not charged due to delays from issues such as the utility conflict on Canterbury Road with the irrigation lines and invisible dog fences, a broken water line on Canterbury Road, and Walker Patton's annual company vacation days.
- There is a large tree on the corner of Canterbury Road and Cambridge Road in conflict with the proposed sidewalk. Sain has coordinated this issue with the property owner, ALDOT, Walker Patton, the City, and Nimrod Long and Associates. Resolving this issue included research on alternative ADA compliant surfaces. At this time, the current proposal is to install brick pavers in this area, and we are awaiting pricing details from Walker-Patton.
- According to the approved design plans, there was one residence on Canterbury Road for which the property owner was allowed to install ADA compliant pavers across their driveway where the sidewalk crossed. However, this property owner deviated from the original plans and has installed a retaining wall and pavers that could possibly be considered non-ADA compliant. This deviation has caused a variety of issues and has resulted in Sain attending five meetings and coordination with Walker-Patton, the City, ALDOT, Nimrod Long and Associates, and the property owner.
- All of the days not charged are in conformance with ALDOT's guidelines. Days charged are subject to a claim by the contractor if he is not in agreement. Walker Patton has already expressed disagreement with several days that have been charged and Sain is currently working

with the contractor and ALDOT in regards to the time charges.

- According to ALDOT's guidelines, full time inspection is required whenever the contractor is working on pay item work. So even though days were not charged against the construction contract, Sain has maintained full time inspection whenever the contractor has been on site in accordance with ALDOT requirements.
- Based on the previously described delays there were 63 working days remaining as of February 1st. If no delays were experienced, the estimated end of construction date would be April 30th with project closeout being completed by May 30th. However, an expectation of no delays is unrealistic. According to Walker Patton's latest schedule, he anticipates completing construction on June 1, 2014. Project closeout is estimated to take a month and is expected to be complete around July 1, 2014.

Property Owner Coordination

The property owner coordination on this project has been extensive. The majority of the work that has been performed has been on the Mountain Brook Elementary sites (Canterbury Road, Overhill Road, and Watkins Road.) Some work has been performed near Crestline Elementary on Vine Street. Since August 2013, Sain estimates we have coordinated with at least 26 property owners, most of which have involved multiple phone calls, emails, and meetings. We expect the property owner coordination to continue as the construction progresses.

As described above, our request for supplemental funds is based upon three major items:

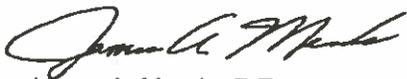
- Coordination services provided outside the scope of work and at the request of the City
- Construction schedule delays outside of our control, and
- Extensive property owner coordination above and beyond the norm.

The requested supplement is an hourly budget with a maximum budget of \$80,000.00. We sincerely appreciate the City's consideration of this request. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,



Michael Lynch, P.E.
AL Registration # 30861



James A. Meads, P.E.
President/CEO
Alabama Reg. #17294

RESOLUTION NO. 2014-025

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the bid presented by Highway Management Systems, Inc., in the amount of \$354,500 (based on estimated quantities) for the street striping as specified in the invitation to bid is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager are hereby authorized and directed to execute a [3-year] agreement for said street striping services.

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

Street Striping and Utility Cut Bids

1 message

Ronald Vaughn <vaughnr@mtnbrook.org>

Fri, Feb 28, 2014 at 8:49 AM

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

Cc: Dorris Kenny <kennyd@mtnbrook.org>, Jackie McClendon <mcclendonj@mtnbrook.org>, Michael Rollo <rollom@mtnbrook.org>

After reviewing both of the subject bids I would recommend that we go with the low bidder on each. For the street striping it will be Highway Systems and on the utility cuts Smith Paving. Both of these bids meet or exceed bid specifications.

mgmt

Doris has all of the bid packages in her office.

Thanks

Ronnie Vaughn

Public Works Director

City of Mountain Brook AL

3579 East Street

Birmingham , Alabama 35243

205.802.3865 Office

205.967.2631 Fax

vaughnr@mtnbrook.org

Street Striping

2.26.14

Highway Systems

\$ 354,500.⁰⁰

Peak Pavement Markers

\$ 417,500.⁰⁰

American Striping

\$ 530,500.⁰⁰

CONTRACT

This contract is entered into, as of the _____ day of March _____, 2014, by City of Mountain Brook, an Alabama municipal corporation, ("City") whose address is 56 Church Street, Mountain Brook, Alabama 35213 (P. O. Box 130009, Mountain Brook, Alabama 35213-0009), and Highway Management Systems, Inc., 1110 Hwy 31, Calera, AL 35040.

City and Contractor agree as follows:

1. Description of Work. The work to be done under this contract shall consist of repairing utility cuts in various locations within the City of Mountain Brook.

2. Term. This contract shall remain in effect for a period of three (3) years from the date of this contract, as provided above, and shall be subject to cancellation as provided hereinafter.

3. Commencement Date. The date of commencement of the Work shall be within three weeks of Contractor's receipt from City of a written or verbal notice to commence the Work. The time for completion shall be measured from the date upon which the Work is commenced, but not later than forty-eight (48) hours after Contractor's receipt of such notice.

4. Completion Date. The Work shall be completed within a reasonable time, based upon the circumstances of the Project, but in no event later than 2 weeks from the Commencement Date ("Completion Date"). If Contractor is unable to complete the Work by the Completion Date because of matters beyond its control, including strikes, shortages of material and governmental preemption in connection with a national emergency, the time for completion of the Work shall be extended by the length of time equal to the duration of any such matters.

5. Contract Sum. The City shall pay Contractor the sum of \$354,500.00 (three hundred fifty-four thousand and no/100 dollars) ("Contract Sum").

6. Payments to Contractor. Payments shall be made to Contractor within ten (10) days after the satisfactory completion of the Work in accordance with this Contract and upon receipt by the City of invoices requesting such payment. Payments due and unpaid under this contract shall bear interest, at the rate of eight per cent (8%) per annum, from the date payment is due until the date payment is made.

7. Change Orders and Amendment of the Contract. This contract may not be amended, nor may the Work or the scope of the Work be

changed, except in accordance with the terms of a written change order signed by City and Contractor. No change order shall cause a modification in the Contract Sum or the time for the completion of the Work unless the change order specifically provides for such modification.

8. Insurance. During the term of this contract, Contractor shall maintain in effect the following Insurance, in at least the following amounts. Contractor shall furnish City certificates of insurance showing that such insurance is in full force and effect and that such insurance may not be cancelled without at least thirty (30) days' prior written notice to City.

<u>Insurance</u>	<u>Amount</u>
workers' compensation statutory	
general liability	\$1,000,000
auto liability	\$1,000,000

9. Miscellaneous:

a. Contractor shall obtain and pay for all necessary licenses, permits and fees required to perform the services and Work which Contractor is obligated to perform under this contract.

b. Upon default under this contract by City, City shall become liable for Contractor's costs of collecting any amount due and owing by City to Contractor as of the date of default, including reasonable attorneys' fees incurred by Contractor. Interest shall accrue from the date of default at the rate of eight per cent (8%) per annum. Should City default while the Work is in progress and before final completion of the Work, Contractor, at its sole option, may elect to cease performance of the Work. If City fails to cure the default within ten (10) days after Contractor gives notice of the same, Contractor may declare this contract terminated. If Contractor does not perform the Work in a satisfactory manner, or in the event of any other default by Contractor under this contract, City may terminate this contract and/or may have the Work completed by another contractor or contractors during the entire, unexpired term of this Contract, in which event Contractor shall be responsible for the difference, if any, between the Contract Sum provided for in this contract and the total amount paid for the cost of the Work, including all sums paid to Contractor. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

c. This Contract shall be governed by, and construed in accordance with, the laws of the State of Alabama.

d. Contractor represents to City that Contractor is generally familiar with the types or sites where the Work is to be performed.

e. Contractor shall be responsible for taking all precautions required for the safe performance and the protection of the Work.

In witness whereof, City of Mountain Brook has caused this contract to be executed by its duly authorized Mayor and Contractor has caused this contract to be executed by its duly authorized corporate officer, on the dates set forth beneath their respective signatures, but to be effective as of the date stated on the first page of this contract.

ATTEST:

CITY OF MOUNTAIN BROOK

Its City Clerk

By: _____
Lawrence T. Oden, Mayor

Date: March 10 , 2014

ATTEST:

Its _____
(Title)

By: _____

(Type or print name)

Its _____
(Title)

Date: _____

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
HIGHWAY MANAGEMENT SYSTEMS, INC.
DATED MARCH 10, 2014**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Highway Management Systems, Inc. (“the Contractor”) dated March 10, 2014.

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 I-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 ____ day of March, 2014.

Highway Management Systems, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

CITY OF MOUNTAIN BROOK
56 Church St.
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: 02/04/2014 . Bids to be Opened this Date and Time: 02/26/2014 @ 2:00 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.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project 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 utilize life cycle cost analysis in determining the lowest responsible bidder, 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 and Purchasing Agent

Specifications for Project No. MI 02-2014: Street Striping for Traffic and pedestrians throughout the City of Mountain Brook, Public Works Department.

BIDDER HIGHWAY MANAGEMENT SYSTEMS, INC. TELEPHONE 205-663-1511

ADDRESS 1110 HIGHWAY 31, CALERA, AL 35040

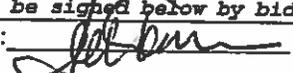
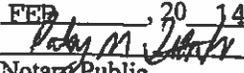
EMAIL JIMTONER@HIGHWAYSYSTEMS.ORG

CITY CALERA STATE AL ZIP 35040

BID AMOUNT (AS PER SPECIFICATIONS) \$ 354,500.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and Notarized:

Auth. Signature: 	Sworn to and subscribed before me on this <u>18</u> day of
Name: <u>JAMES W. TONER</u>	<u>FEB</u> , <u>20</u> <u>14</u>
Title: <u>PRESIDENT</u>	 Notary Public
	My Commission Expires:

MY COMMISSION EXPIRES OCTOBER 18, 2014

Title: _____

My Commission

Expires: _____

SPECIFICATIONS FOR: PROJECT NO. MI 02-2014: Street Striping for Traffic and Pedestrians throughout the City of Mountain Brook, Public Works Department.

GENERAL REQUIREMENTS:

The successful bidder shall furnish all materials, supplies, equipment, fuel, tools, and perform all labor to complete the street striping project to meet the City of Mountain Brook's regulations.

All traffic control shall be the responsibility of the successful bidder.

Successful Bidders will be required to furnish performance bond and labor and materials bond; and to advertise completion of the contract in accordance with Alabama State Law. Contractor must be licensed, bonded, and furnish proof of liability insurance and name, the City of Mountain Brook as additional insured on liability insurance.

SPECIAL CONDITIONS:

All work shall be completed within thirty (30) days after issuance of work order. If not, this will be grounds for canceling the contract.

The work is to be done on an as needed basis with no specific quantities at any one time.

See attached list of estimated quantities.

This bid shall be good for a period of 36 months from the time a purchase order is issued. The City reserves the right to increase or decrease quantities without a change in bid price.

LIST OF ESTIMATED QUANTITIES

MI 02-2014

DESCRIPTION	QUANTITIES	UNIT	UNIT BID	AMOUNT
Solid yellow, Class A Type1 Traffic Stripe	50	Miles	\$750.00	\$ 37,500.00
Solid White, Class A, Type 1 Traffic Stripe	50	Miles	\$750.00	37,500.00
Raised Reflective Traffic Markers	6,000	Each	\$ 6.00	36,000.00
Thermo Plastic 24" wide White	14,000	Sq. ft.	\$ 5.00	70,000.00
Thermo Plastic 8" wide White	4,000	Sq. ft	\$ 4.00	16,000.00
Thermo Plastic Turn Arrows White	100	Each	\$ 75.00	7,500.00
Thermo Plastic Centerline Yellow	200,000	Linear feet	\$ 0.50¢	100,000.00
Thermo Plastic Side Lines White	100,000	Linear feet	\$ 0.50¢	50,000.00
			TOTAL BID	\$ 354,500.00

Proof of Liability Insurance:

Company: PENN NATIONAL INSURANCE

J. SMITH LANIER & COMPANY

Name and Title: RYAN McCLENDON (AGENT)

Date: FEB. 18, 2014

Client#: 98640

22HIGHWAYMAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: J Smith Lanier & Co-Birmingham, P. O. BOX 43328, Birmingham, AL 35243, 205 969-2131. CONTACT NAME: J Smith Lanier, PHONE: 205 969-2131, FAX: 205 969-1034. INSURER(S) AFFORDING COVERAGE: Pennsylvania National Mutual Ca (NAIC # 14990), Alabama Self Insured WC Fund, Midwest Employers Casualty Comp.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability (CL90627993), Automobile Liability (AU90627993), Umbrella Liability (UL90627993), and Workers Compensation (15518114, PKAL129001).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Mountain Brook is named as Additional Insured as respects to the General Liability policy described above when required by written contract, but only with respects to operations of the named insured and subject to provisions and limitations of the policy.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Mountain Brook, 3928 Montclair Road 2nd Floor, Birmingham, AL 35213. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Company ID Number: 487016

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Highway Managements Systems, Inc.

Patsy Franks
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/10/2012
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/10/2012
Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Highway Managements Systems, Inc.

Company Facility Address: 1110 Highway 31 South

Calera, AL 35040

Company Alternate
Address:

County or Parish: SHELBY

Employer Identification
Number: 631025835



Company ID Number: 487016

North American Industry
Classification Systems
Code: 238

Administrator:

Number of Employees: 10 to 19

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Patsy M Franks	Fax Number:	(205) 663 - 1936
Telephone Number:	(205) 663 - 1511		
E-mail Address:	frankspatsy@gmail.com		

NOTICE

To: CONTRACTORS AND GRANTEES

FROM: THE CITY OF MOUNTAIN BROOK
ATTN: STEVEN BOONE
P. O. BOX 130009, MOUNTAIN BROOK, ALABAMA 35213-02009

RE: H.B. 56-ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to alert you to the Alabama Immigration Law Compliance flow-down requirements that became effective on January 1, 2012. Those are discussed herein and can be summarized as follows:

1. PROVIDE The City of Mountain Brook ("the City") documentation supporting your compliance with the immigration law by timely submitting a notarized *Affidavit of Alabama Immigration Compliance by a Business Entity/Employer/Contractor to a Political Subdivision of the State of Alabama* and an E-Verify Memorandum of Understanding;
2. PROVIDE the City a signed *Alabama Immigration Law Compliance Contract* in the attached Notice form provided;
3. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Alabama Immigration Compliance by a Subcontractor*.

The requirements above, imposed by HB 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor² or a Grantee, if you believe these obligations do not apply to you, please notify the City immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA. Please complete, notarize, and return a copy to The City of Mountain Brook along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE § 31-13-9 (c).

You are also required to obtain from your subcontractors a notarized AFFIDAVIT OF IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR. A careful review of the broad definition below of the term "Contractor" in the Act will assist you in deciding to whom to provide notice.

If you contract with more than one local government, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting governmental entities. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement.

Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA ("ALABAMA IMMIGRATION COMPLIANCE CONTRACT") for execution by contractors and to be returned to the City of Mountain Brook. To the extent that there is no formal written contract between a contractor and the City (e.g., where business is conducted by purchase order), this document shall serve as your Alabama Immigration Compliance Contract. Similar language shall also be included in all future contracts and agreements executed with the City of Mountain Brook.

¹ ALA. CODE § 31-13-9 (a) and (b). See <http://www.ago.state.al.us/file-immigration-AL-Law-2011-535>. The law is now codified in ALA. CODE §§ 31-13-1 to 31-13-30 as well as § 32-6-9 (the "Act").

² A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §§ 32-13-3 (3).

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;
CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of ALABAMA

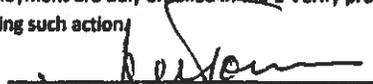
County of SHELBY

Before me, a notary public, personally appeared JAMES W. TONER (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT (state position) for HIGHWAY MANAGEMENT SYSTEMS, INC. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.



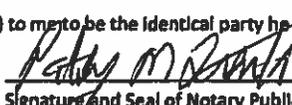
Signature of Affiant (an Officer or Owner of Contractor)

487016

E-Verify User Identification Number

Sworn to and subscribed before me this 18 day of FEBRUARY, 2014 *PZ*

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 18, 2014

[Seal]

**NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL
CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA
("ALABAMA IMMIGRATION COMPLIANCE CONTRACT")**

As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you 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. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately.

Effective January 1, 2012, every contract entered into by the City a contractor will contain the following clause or one substantially similar:

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.

Incorporated
into contract
addendum.

To the extent that there is no formal written contract between the City and the Contractor (e.g., where business is conducted by purchase order), this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and **AGREED** by Contractor whose name appears below:


Contractor Officer or Owner Signature/Date

JAMES W. TONER / PRESIDENT / HIGHWAY MANAGEMENT
Print Name/Title/Company **SYSTEMS, INC.**

Please execute and return to THE CITY OF MOUNTAIN BROOK, ALABAMA within the next 10 days.

**Request for Taxpayer
 Identification Number and Certification**

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

Name
HIGHWAY MANAGEMENT SYSTEMS, INC.
 Business name, if different from above

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1110 HIGHWAY 31
 City, state, and ZIP code
CALERA, AL 35040

Requester's name and address (optional)
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2. 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 2.

Social security number

 or
 Employer identification number
63110121581315

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

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 and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

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 2.)

Sign Here _____ Signature of U.S. person Patsy Jank Date **FEBRUARY 18, 2014**

Purpose of Form

A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct for you are waiting for a number to be issued.
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 514, Withholding of Tax on Nonresident Aliens and Foreign Entities.

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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (25% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

3. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or statements may subject you to criminal penalties including fines and/or imprisonment.

Abuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

RESOLUTION NO. 2014-026

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for utility street cut repairs to Smith Paving, Inc. ("Contractor"), being the low bidder.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manger are hereby authorized to execute a contract and addendum, in the form as attached hereto as Exhibit A.

ADOPTED: The 10th day of March, 2014.

Council President

APPROVED: The 10th day of March, 2014.

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 10, 2014, as same appears in the minutes of record of said meeting.

City Clerk



Steve Boone <boones@mtnbrook.org>

Street Striping and Utility Cut Bids

1 message

Ronald Vaughn <vaughnr@mtnbrook.org>

Fri, Feb 28, 2014 at 8:49 AM

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

Cc: Doris Kenny <kennyd@mtnbrook.org>, Jackie McClendon <mcclendonj@mtnbrook.org>, Michael Rollo <rollom@mtnbrook.org>

After reviewing both of the subject bids I would recommend that we go with the low bidder on each. For the street striping it will be Highway Systems and on the utility cuts Smith Paving. Both of these bids meet or exceed bid specifications.

mgmt

Doris has all of the bid packages in her office.

Thanks

Ronnie Vaughn

Public Works Director

City of Mountain Brook AL

3579 East Street

Birmingham , Alabama 35243

205.802.3865 Office

205.967.2631 Fax

vaughnr@mtnbrook.org

Bid Opening Utility Cuts 2.26-14

Smith Paving

\$ 45.00 A

\$ 45.00 C

Tate Contracting

\$ 81.00 A

\$ 300.00 C

JAMES

\$ 100.00 A

\$ 100.00 C

Norris \$ 140.00 A

\$ 180.00 C

CONTRACT

This contract is entered into, as of the 10th day of March, 2014, by City of Mountain Brook, an Alabama municipal corporation, ("City") whose address is 3928 Montclair Road, Suite 232, Mountain Brook, Alabama 35213 (P. O. Box 130009, Mountain Brook, Alabama 35213-0009), and Smith Paving, Inc., a corporation, ("Contractor") whose address is 5151-D Cahaba Valley Road, Birmingham, Alabama 35242.

City and Contractor agree as follows:

1. Description of Work. The work to be done under this contract shall consist of the repair of utility cuts in the streets and rights of way of City ("Work"). The repair of each utility cut shall be considered a separate project ("Project"). The asphalt, concrete and other materials used by Contractor in the performance of the Work must comply with the specifications of City.
2. Term. This contract shall remain in effect for a period of three (3) years from the date of this contract, as provided above, and shall be subject to cancellation as provided hereinafter.
3. Commencement Date. The date of commencement of the Work of each Project ("Commencement Date") shall be within forty-eight (48) hours of Contractor's receipt from City of a written or verbal notice to commence the Work. The time for completion shall be measured from the date upon which the Work is commenced, but not later than forty-eight (48) hours after Contractor's receipt of such notice
4. Completion Date. The Work shall be completed within a reasonable time, based upon the circumstances of each Project, but in no event later than five (5) days from the Commencement Date ("Completion Date"). If Contractor is unable to complete the Work by the Completion Date because of matters beyond its control, including strikes, shortages of material and governmental preemption in connection with a national emergency, the time for completion of the Work shall be extended by the length of time equal to the duration of any such matters.
5. Contract Sum. For each Project City shall pay Contractor the sum of forty-five dollars (\$45.00) per square yard for the repair of cuts in asphalt surfaces and forty-five dollars (\$45.00) per square yard for the repair of cuts in concrete surfaces ("Contract Sum").
6. Payments to Contractor. Payments shall be made to Contractor within ten (10) days after the satisfactory completion of the Work in accordance with this Contract and upon receipt by the City of invoices requesting such payment. Payments due and unpaid under this contract shall bear interest, at the rate of eight per cent (8%) per annum, from the date payment is due until the date payment is made.
7. Change Orders and Amendment of the Contract. This contract may not be amended, nor may the Work or the scope of the Work be changed, except in accordance with the terms of a written change order signed by City and Contractor. No change order shall cause a modification in the Contract Sum or the time for the completion of the Work unless the change order specifically provides for such modification.

8. **Insurance.** During the term of this contract, Contractor shall maintain in effect the following Insurance, in at least the following amounts. Contractor shall furnish City certificates of insurance showing that such insurance is in full force and effect and that such insurance may not be cancelled without at least thirty (30) days' prior written notice to City.

<u>Insurance</u>	<u>Amount</u>
workers' compensation	statutory
general liability	\$1,000,000
auto liability	\$1,000,000

9. **Miscellaneous:**

a. Contractor shall obtain and pay for all necessary licenses, permits and fees required to perform the services and Work which Contractor is obligated to perform under this contract.

b. Upon default under this contract by City, City shall become liable for Contractor's costs of collecting any amount due and owing by City to Contractor as of the date of default, including reasonable attorneys' fees incurred by Contractor. Interest shall accrue from the date of default at the rate of eight per cent (8%) per annum. Should City default while the Work is in progress and before final completion of the Work, Contractor, at its sole option, may elect to cease performance of the Work. If City fails to cure the default within ten (10) days after Contractor gives notice of the same, Contractor may declare this contract terminated. If Contractor does not perform the Work in a satisfactory manner, or in the event of any other default by Contractor under this contract, City may terminate this contract and/or may have the Work completed by another contractor or contractors during the entire, unexpired term of this Contract, in which event Contractor shall be responsible for the difference, if any, between the Contract Sum provided for in this contract and the total amount paid for the cost of the Work, including all sums paid to Contractor. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

c. This Contract shall be governed by, and construed in accordance with, the laws of the State of Alabama.

d. Contractor represents to City that Contractor is generally familiar with the types or sites where the Work is to be performed.

e. Contractor shall be responsible for taking all precautions required for the safe performance and the protection of the Work.

In witness whereof, City of Mountain Brook has caused this contract to be executed by its duly authorized Mayor and Contractor has caused this contract to be executed by its duly authorized corporate officer, on the dates set forth beneath their respective signatures, but to be effective as of the date stated on the first page of this contract.

ATTEST:

CITY OF MOUNTAIN BROOK

Its City Clerk

By: _____
Lawrence T. Oden, Mayor

Date: March 10, 2014

EXHIBIT A

ATTEST:

SMITH PAVING, INC.

By: _____

Its _____
(Title)

(Type or print name)

Its _____
(Title)

Date: _____

**ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SMITH PAVING, INC.
DATED MARCH 10, 2014**

THIS ADDENDUM (“the/this Addendum”) to the principal agreement between the City of Mountain Brook, Alabama (“the City”) and Smith Paving, Inc. (“the Contractor”) dated March 10, 2014.

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 I-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 ____ day of March, 2014.

Smith Paving, Inc.

City of Mountain Brook, Alabama

By : _____

By : _____

Its : _____

Its : _____

CITY OF MOUNTAIN BROOK
56 Church St.
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: 02/04/2014 Bids to be Opened this Date and Time: 02/26/2014 @ 1:30 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.

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code (1975) §§41-16-50 et seq. and 31-13-1 et seq., and provide documentation of enrollment in the E-Verify program pursuant to Ala. Code §31-13-9.

All bidders must use the bid form provided by the City for the project. This Bid Cover Sheet should be completed and submitted with the bid. Bids completed in pencil will not be accepted. Bids should be clearly marked "SEALED BID" and indicate on the outside of the envelope the project 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 utilize life cycle cost analysis in determining the lowest responsible bidder, 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
Sam S. Gaston, City Manager and Purchasing Agent

Specifications for Project No. MI 03-2014: for Repair of Utility Cuts for the City of Mountain Brook, Public Works Department.

BIDDER Smith Paving, Inc. TELEPHONE 205-981-0205

ADDRESS 5151-D Cahaba Valley Road

EMAIL rsmith@smithpavinginc.com

CITY Birmingham STATE AL ZIP 35242

BID AMOUNT (AS PER SPECIFICATIONS) \$ 72,000

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be signed below by bidder's principal/officer/agent and notarized:

Auth. Signature: <u>[Signature]</u>	Sworn to and subscribed before me on this <u>25</u>
Name: <u>Smith Paving, Inc.</u>	day of <u>February</u> , 2014.
Title: <u>President</u>	<u>[Signature]</u>
	Notary Public
	My Commission Expires: <u>3/19/17</u>

LEANNA MARTIN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2017

SPECIFICATIONS FOR PROJECT NO. MI 03-2014: For Repair of Utility Cuts for the City of Mountain Brook, Public Works Department.

GENERAL REQUIREMENTS:

The successful bidder shall furnish all materials, supplies, equipment, fuel, tools, and perform all labor to properly complete the repair of utility cuts to meet the City of Mountain Brook's regulations.

SPECIAL CONDITIONS:

The repair of asphalt utility cuts shall consist of squaring of sides and edges and installing six (6") inches of binder asphalt on a compact sub-grade and a one (1") inch asphalt seal course.

All concrete repairs shall be the same thickness as adjoining concrete, using 3,000 lb. P.S.I. concrete. Concrete shall be oker in color.

All work shall be completed in a satisfactory and timely manner. If not, this will be grounds for canceling the contract.

All traffic control shall be the responsibility of the successful bidder.

Estimated square yards of utility cuts to be repaired per year - 800 square yards.

Successful Bidders will be required to furnish performance bond and labor and materials bond; and to advertise completion of the contract in accordance with Alabama State Law. Contractor must be licensed, bonded, and furnish proof of liability insurance and name, the City of Mountain Brook as additional insured on liability insurance.

Contract will extend for 36 months from time of awarding of this contract to the selected vendor. The City reserves the right to increase or decrease quantities without a change in bid price.

Bid Per Square Yard of Asphalt: \$45

Project Coordinator: Jacky McClendon 205-802-3875.

Bid Per Square Yard of Concrete: 45

Project Coordinator: Jacky McClendon 205-802-3875.

NOTICE

To: CONTRACTORS AND GRANTEES

FROM: THE CITY OF MOUNTAIN BROOK
ATTN: STEVEN BOONE
P. O. BOX 130009, MOUNTAIN BROOK, ALABAMA 35213-0209

RE: H.B. 56 -ALABAMA IMMIGRATION LAW COMPLIANCE

The purpose of this Memorandum is to alert you to the Alabama Immigration Law Compliance flow-down requirements that became effective on January 1, 2012. Those are discussed herein and can be summarized as follows:

1. PROVIDE The City of Mountain Brook ("the City") documentation supporting your compliance with the Immigration law by timely submitting a notarized *Affidavit of Alabama Immigration Compliance by a Business Entity/Employer/Contractor to a Political Subdivision of the State of Alabama* and an E-Verify Memorandum of Understanding;
2. PROVIDE the City a signed *Alabama Immigration Law Compliance Contract* in the attached Notice form provided;
3. PROVIDE your subcontractors notice of their compliance obligations and OBTAIN from each a notarized *Affidavit of Alabama Immigration Compliance by a Subcontractor*.

The requirements above, imposed by HB 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees [working in the State of Alabama]."¹ As a Contractor² or a Grantee, if you believe these obligations do not apply to you, please notify the City immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA. Please complete, notarize, and return a copy to The City of Mountain Brook along with your attached E-VERIFY MEMORANDUM OF UNDERSTANDING. See ALA. CODE § 31-13-9 (c).

You are also required to obtain from your subcontractors a notarized AFFIDAVIT OF IMMIGRATION COMPLIANCE BY A SUBCONTRACTOR. A careful review of the broad definition below of the term "Contractor" in the Act will assist you in deciding to whom to provide notice.

If you contract with more than one local government, you will only need to have one affidavit completed and notarized, and then provide a copy to the requesting governmental entities. You are required to maintain your subcontractors' affidavits at your offices. These documents will be subject to audit. You may provide a copy of this Memorandum with your notification memorandum to your subcontractors as an explanation for this mandatory requirement.

Finally, you will find a NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA ("ALABAMA IMMIGRATION COMPLIANCE CONTRACT") for execution by contractors and to be returned to the City of Mountain Brook. To the extent that there is no formal written contract between a contractor and the City (e.g., where business is conducted by purchase order), this document shall serve as your Alabama Immigration Compliance Contract. Similar language shall also be included in all future contracts and agreements executed with the City of Mountain Brook.

¹ ALA. CODE § 31-13-9 (a) and (b). See <http://www.ago.state.al.us/File/Immigration-AL-Law-2011-535>. The law is now codified in ALA. CODE §§ 31-13-4 to 31-13-9 as well as § 32-6-9 (the "Act").

² A Contractor is defined broadly in the Act as "A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This designation shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity." ALA. CODE §§ 32-13-3 (3).

Project Coordinator: Jacky McClendon 205-802-3875.

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity)

City of Mountain Brook, Alabama

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;
CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

State of Alabama

County of Shelby

Before me, a notary public, personally appeared Rocky Smith (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President (state position) for Smith Paving, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Rocky Smith
Signature of Affiant (an Officer or Owner of Contractor)

568465
E-Verify User Identification Number

Sworn to and subscribed before me this 25 day of February, 2014.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Leanna Martin
Signature and Seal of Notary Public

My Commission Expires: 3/19/14

(Seal)

LEANNA MARTIN
Notary Public, Alabama State At Large
My Commission Expires March 19, 2017

Project Coordinator: Jacky McClendon 205-802-3875.

**NOTICE OF ALABAMA IMMIGRATION LAW COMPLIANCE REQUIREMENTS TO ALL
CONTRACTORS OF THE CITY OF MOUNTAIN BROOK, ALABAMA
("ALABAMA IMMIGRATION COMPLIANCE CONTRACT")**

As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you 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. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately.

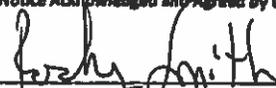
Effective January 1, 2012, every contract entered into by the City a contractor will contain the following clause or one substantially similar:

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 I-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.

Incorporated
into contract
addendum.

To the extent that there is no formal written contract between the City and the Contractor (e.g., where business is conducted by purchase order), this document shall serve as the Alabama Immigration Compliance Contract.

Alabama Immigration Law Compliance Contract Notice Acknowledged and Agreed by Contractor whose name appears below:



Contractor Officer or Owner Signature/Date
Rocky Smith, President, Smith Paving, Inc.

Print Name/Title/Company

Please execute and return to THE CITY OF MOUNTAIN BROOK, ALABAMA within the next 10 days.

Project Coordinator: Jacky McClendon 205-802-3875.

**AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A
SUBCONTRACTOR TO A POLITICAL SUBDIVISION
OF THE STATE OF ALABAMA**

(To be completed as a condition for the award of any [sub]contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity. TO BE RETURNED TO THE CONTRACTOR OR GRANTEE OF THE CITY OF MOUNTAIN BROOK, ALABAMA)

City of Mountain Brook, Alabama

**FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT;
CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)**

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who,
being duly sworn, says as follows:

As a condition for the award of any [sub]contract, [sub]grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/[sub]contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH A COPY OF YOUR ORGANIZATION'S E-VERIFY MEMORANDUM OF UNDERSTANDING TO DOCUMENT THAT THE BUSINESS ENTITY/EMPLOYER/[SUB]CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM.)

I further attest that all sub-contractors in my employment are duly enrolled in the E-Verify program and upon request can produce the appropriate forms verifying such action.

Signature of Affiant (an Officer or Owner of [Sub]Contractor)

E-Verify User Identification Number

Sworn to and subscribed before me this _____ day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____

[Seal]

CONTRACT

Project Coordinator: Jacky McClendon 205-802-3875.

**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 Smith Paving, INC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt (or suite) no.) 3151-D Cahaba Valley Road	Requestor's name and address (optional) City of Mountain Brook P. O. Box 130009 Mountain Brook, AL 35213-0009
City, state, and ZIP code Birmingham, AL 35242	
List account number(s) (if optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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 2. 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 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
or Employer identification number 0331104936399

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. person (including a U.S. resident alien).

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 2.)

Sign Here: **[Signature]** Date: **2/22/14**

Purpose of Form
A person who is required to file an information return with the IRS must get 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 give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 516, Withholding of Tax on Nonresident Aliens and Foreign Entities.
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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.
You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.
Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

6. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.
Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.
Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further certification of name and TIN combinations. How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5. Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3876) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payees must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account. ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor. ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee. ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner. ¹
6. Sole proprietorship	The owner. ¹

For this type of account: Give name and EIN of:

8. Sole proprietorship	The owner. ¹
7. A valid trust, estate, or pension trust	Legal entity. ⁴
9. Corporate	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership	The partnership
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 22314
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SMITH PAVING INC

BIRMINGHAM, AL 35242

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

HS: HIGHWAYS AND STREETS, MU-S: CLEARING AND GRUBBING

until **June 30, 2014** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

A handwritten signature in cursive script, likely belonging to the Secretary-Treasurer.

1st day of **June, 2013**
SECRETARY-TREASURER

A handwritten signature in cursive script, likely belonging to the Chairman.

CHAIRMAN

91720



CERTIFICATE OF LIABILITY INSURANCE

SMITHP1

OP ID: D9

DATE (MM/DD/YYYY)

02/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cobbs Allen - SBU Cobbs Allen 115 Office Park Drive, Ste 200 Birmingham, AL 35223 Burgett Tonsmeire	Phone: 205-414-8100	CONTACT NAME: Debbie Davis
	Fax: 205-874-1310	FAX (A/C, No): 205-769-3581
E-MAIL ADDRESS: ddavis@cobbsallen.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Fire Ins. of Hartford		20478
INSURER B : Alabama Self-Insured WC Fund		055020
INSURER C : Midwest Employers Casualty Co.		23612
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Smith Paving Inc
5151 Cahaba Valley Road Ste D
Birmingham, AL 35242

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		5099472967	02/01/2014	02/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Per Project					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY		5099472970	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	5099472984	02/01/2014	02/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	001000004864111 PKAL1290001	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E L EACH ACCIDENT \$ 1,000,000
						E L DISEASE - EA EMPLOYEE \$ 1,000,000
						E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater		5099472967	02/01/2014	02/01/2015	Leased/Re ded 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

INFOPOR

Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 2014-027

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute the First Amendment to Tower Site Lease Agreement, in the form as attached hereto as Exhibit A, between the City and Crown Castle PT, Inc., with respect to the wireless communication tower located at Flat Ridge B-AL-037-122.

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes or record of said meeting.

City Clerk

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman, LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: PEP Department

Cross Reference to:
LR200908, Page 3520
Jefferson County, Alabama Records

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
TOWER SITE LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT (“Memorandum”) is made and entered into effective as of _____, 2014, by and between **CITY OF MOUNTAIN BROOK** (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) (“**Lessor**”), and **CROWN CASTLE PT INC.**, a Delaware corporation (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) (“**Lessee**”).

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain Tower Site Lease Agreement dated as of January 1, 2009 (the “**Lease**”), which Lease was filed for record on July 27, 2009 in Book LR200908, Page 3520 in the Office of the Judge of Probate of Jefferson County, Alabama, covering certain real property together with easements for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the “**Property**”);

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on December 31, 2033 (the “**Original Term**”); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by that First Amendment to Tower Site Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT
TO TOWER SITE LEASE AGREEMENT**

Lessor: City of Mountain Brook, with a mailing address of 56 Church Street, Mountain Brook, AL 35213.

Lessee: Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

Property: The real property leased by Lessor to Lessee, together with easements for ingress and egress, is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of two (2) years, beginning on January 1, 2009.

Expiration Date: The first extension having been exercised, if not otherwise extended or renewed, the Lease shall expire on December 31, 2015.

Right to Extend or Renew: Lessee has the right to extend/renew the Lease as follows: nine (9) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on December 31, 2053.

Option to Purchase: No.

Option to Lease Additional Property: Yes.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by that First Amendment to Tower Site Lease Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by that First Amendment to Tower Site Lease Agreement of even date herewith, as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease, as amended by that First Amendment to Tower Site Lease Agreement of even date herewith, shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to Tower Site Lease Agreement will be

recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto.

[Signatures Appear on the Following Pages]

LESSEE:

CROWN CASTLE PT INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **CROWN CASTLE PT INC.**, a Delaware corporation, is signed to the foregoing Agreement and Memorandum of First Amendment to Tower Site Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same in his/her capacity as such officer voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT A

All that tract or parcel of land lying and being in Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 18 South, Range 2 West, and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the northeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 18 South, Range 2 West; thence leaving said point and running along a tie line, South $38^{\circ}16'53''$ East, 18.55 feet to a point and the true POINT OF BEGINNING; Thence running, South $11^{\circ}08'12''$ West, 33.76 feet to a $\frac{1}{2}$ " rebar found; Thence, South $70^{\circ}05'57''$ West, 13.88 feet to a $\frac{1}{2}$ " rebar found; Thence, North $20^{\circ}27'39''$ West, 21.11 feet to a $\frac{1}{2}$ " rebar found; Thence, North $46^{\circ}19'54''$ West, 11.70 feet to a $\frac{1}{2}$ " rebar found; Thence, North $29^{\circ}38'38''$ West, 15.37 feet to a $\frac{1}{2}$ " rebar found; Thence, North $56^{\circ}13'15''$ East, 44.62 feet to a $\frac{1}{2}$ " rebar found; Thence, South $11^{\circ}52'57''$ East, 28.80 feet to a $\frac{1}{2}$ " rebar found and the true POINT OF BEGINNING.

Said tract contains 0.0365 ACRES (1,590 square feet), more or less, as shown in a survey prepared for Crown Castle by POINT TO POINT LAND SURVEYORS, INC. dated February 16, 2009 and last revised on March 19, 2009.

Together with:
20' Ingress/Egress Easement

An easement situated in the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, thence with the east line of said quarter quarter section run North $87^{\circ}35'29''$ West for a distance of 36.00 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10.00 feet either side of said centerline as described herein; thence run North $02^{\circ}24'31''$ East for a distance of 32.98 feet to a point; thence run North $26^{\circ}35'23''$ West for a distance of 8.33 feet to a point in south right-of-way line of Old Leeds Road, having a prescriptive right-of-way of 60 feet, and also being the terminus of easement.

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT is made and entered into effective as of _____, 2014, by and between CITY OF MOUNTAIN BROOK (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) (“Lessor”), and CROWN CASTLE PT INC., a Delaware corporation (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) (“Lessee”).

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain Tower Site Lease Agreement dated as of January 1, 2009 (the “Lease”), which Lease was filed for record on July 27, 2009 in Book LR200908, Page 3520 in the Office of the Judge of Probate of Jefferson County, Alabama, covering certain real property together with easements for ingress, egress and utilities thereto, as described in Exhibit “A” attached hereto (the “Property”);

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on December 31, 2033 (the “Original Term”); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS.** The Lease is hereby amended as follows:

(a) **Additional Renewal Terms.** The first sentence of Section 4 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

Lessee shall have the right to extend the term of this Lease for eight (8) additional five (5) years terms and one (1) final three (3) year term (each a “Renewal Term”).

If all such options to extend are exercised, then the final expiration of the Agreement shall occur on December 31, 2053. Rent shall continue to increase at the commencement of each Renewal Term by Twenty Percent (20%) of the rent due in the immediately preceding Renewal Term.

(b) **Right of First Refusal.** If Lessor receives an offer from any person or entity that owns or operates towers or other wireless telecommunications facilities or which

person or entity (including any affiliates of any such entity) is in the business of acquiring Lessor's interest in the Lease to purchase fee title, an easement, a lease, a license, or any other interest in the Property, any or all of Lessor's interest in the Lease including the rent or revenue derived therefrom, or any other interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"), and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in Lessor's Notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's Notice and the assignment shall be effective upon written notice to Lessor.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) within sixty (60) days following the final execution of this Amendment by Lessee.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may

be reasonably requested by Lessee. In the event the Site is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided by Lessee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

(ii) Except as expressly identified in this Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Lessee's request, Lessor shall discharge and cause to be released or subordinated to Lessee's rights under the Lease as amended hereby any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(iv) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(v) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease as amended hereby.

(e) **Entire Agreement.** This Amendment and the Lease sets forth the entire agreement between the parties related to the subject matter hereof.

(f) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures Appear on the Following Pages]

LESSEE:

CROWN CASTLE PT INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **CROWN CASTLE PT INC.**, a Delaware corporation, is signed to the foregoing First Amendment to Tower Site Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same in his/her capacity as such officer voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT A

All that tract or parcel of land lying and being in Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 18 South, Range 2 West, and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the northeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 2, Township 18 South, Range 2 West; thence leaving said point and running along a tie line, South $38^{\circ}16'53''$ East, 18.55 feet to a point and the true POINT OF BEGINNING; Thence running, South $11^{\circ}08'12''$ West, 33.76 feet to a $\frac{1}{2}$ " rebar found; Thence, South $70^{\circ}05'57''$ West, 13.88 feet to a $\frac{1}{2}$ " rebar found; Thence, North $20^{\circ}27'39''$ West, 21.11 feet to a $\frac{1}{2}$ " rebar found; Thence, North $46^{\circ}19'54''$ West, 11.70 feet to a $\frac{1}{2}$ " rebar found; Thence, North $29^{\circ}38'38''$ West, 15.37 feet to a $\frac{1}{2}$ " rebar found; Thence, North $56^{\circ}13'15''$ East, 44.62 feet to a $\frac{1}{2}$ " rebar found; Thence, South $11^{\circ}52'57''$ East, 28.80 feet to a $\frac{1}{2}$ " rebar found and the true POINT OF BEGINNING.

Said tract contains 0.0365 ACRES (1,590 square feet), more or less, as shown in a survey prepared for Crown Castle by POINT TO POINT LAND SURVEYORS, INC. dated February 16, 2009 and last revised on March 19, 2009.

Together with:
20' Ingress/Egress Easement

An easement situated in the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, thence with the east line of said quarter quarter section run North $87^{\circ}35'29''$ West for a distance of 36.00 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10.00 feet either side of said centerline as described herein; thence run North $02^{\circ}24'31''$ East for a distance of 32.98 feet to a point; thence run North $26^{\circ}35'23''$ West for a distance of 8.33 feet to a point in south right-of-way line of Old Leeds Road, having a prescriptive right-of-way of 60 feet, and also being the terminus of easement.

RESOLUTION NO. 2014-028

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute the Fourth Amendment to Tower Site Lease Agreement, in the form as attached hereto as Exhibit A, between the City and STC Five, LLC, with respect to the wireless communication tower located at Mountain Brook Landfill (BU#874943).

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2014, as same appears in the minutes or record of said meeting.

City Clerk

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman, LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: PEP Department

Cross Reference to:
Book 200603, Page 1674
Jefferson County, Alabama Records

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

**AGREEMENT AND MEMORANDUM OF FOURTH AMENDMENT TO
TOWER SITE LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT (“Memorandum”) is made and entered into effective as of _____, 2014, by and between **CITY OF MOUNTAIN BROOK** (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) (“**Lessor**”), and **STC FIVE LLC**, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attention: Marion S. Crable, Manager) (“**Tenant**”).

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Tower Site Lease Agreement dated November 1, 1997 (the “**Original Lease**”), covering certain real property together with easements for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the “**Property**”);

WHEREAS, the Original Lease was amended by that certain First Amendment to Tower Site Lease Agreement of unknown name and date (the “**First Amendment**”);

WHEREAS, the Original Lease was further amended by that certain Second Amendment to Tower Site Lease Agreement dated April 13, 2000 (the “**Second Amendment**”);

WHEREAS, the Original Lease was further amended by that certain Third Amendment to Tower Site Lease Agreement dated February 13, 2006, a memorandum of which was filed for record on February 16, 2006, in Book 200603, Page 1674 in the Office of the Judge of Probate of Jefferson County, Alabama (the “**Third Amendment**,” and together with the Original Lease, First Amendment, and Second Amendment, the “**Lease**”);

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on October 31, 2022 (the “**Original Term**”); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FOURTH AMENDMENT
TO TOWER SITE LEASE AGREEMENT**

Lessor: City of Mountain Brook, with a mailing address of 56 Church Street, Mountain Brook, AL 35213.

Tenant: STC Five LLC, a Delaware limited liability company, with a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attention: Marion S. Crable, Manager.

Property: The real property leased by Lessor to Tenant, together with easements for ingress and egress, is described in Exhibit “A” attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of ten (10) years, beginning on November 1, 1997.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on October 31, 2017.

Right to Extend or Renew: Tenant has the right to extend/renew the Lease as follows: nine (9) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Lease will occur on October 31, 2052.

Option to Purchase: No.

Option to Lease Additional Property: Yes.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant ratify, confirm and adopt the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement of even date herewith, as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement of even date herewith, shall remain and continue in full force and effect. This Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement effective as of the date first written above.

LESSOR:

CITY OF MOUNTAIN BROOK

ATTEST:

By _____

By: _____

Title: _____

Title: _____

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of **CITY OF MOUNTAIN BROOK**, an Alabama municipal corporation, is signed to the foregoing Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the ____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, _____, whose name as _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, has signed the foregoing Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT A

EXPANDED LEASE PREMISES

EXISTING LEASE AREA (DEED BOOK 9713, PAGE 8247) (SUPPLIED BY CLIENT)

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Commence at the NE'ery corner of Lot 8, Block 2, Cohoba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ery right of way line of Interstate No. 459; thence run North 30°44'32" East along said NW'ery right of way line of Interstate No. 459 for a distance of 618.80 feet; thence angle left and run North 59°15'28" West for a distance of 72.11 feet to the POINT OF BEGINNING; thence angle left and run South 89°41'59" West for a distance of 50.00 feet to a point on the westerly line of the SW 1/4 of the SE 1/4 of said Section 14; thence angle right and run North 00°18'11" West along said 1/4-1/4 line for a distance of 75.00 feet; thence angle right and run North 89°41'59" East for a distance of 50.00 feet; thence angle right and run South 00°18'11" East for a distance of 75.00 feet to the POINT OF BEGINNING. Containing 3,750.0 Square Feet (0.09 Acres) more or less.

EXISTING EASEMENT (DEED BOOK 9713, PAGE 8247) (SUPPLIED BY CLIENT)

A strip of land 40 feet in width for access and utilities situated in the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, lying 20 feet to other side of the following described centerline:

Commence at the NE'ery corner of Lot 8, Block 2, Cohoba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ery right of way line of Interstate No. 459; thence run North 30°44'32" East along said NW'ery right of way line of Interstate No. 459 for a distance of 618.80 feet; thence angle left and run North 59°15'28" West for a distance of 72.11 feet; thence angle left and run South 89°41'59" West for a distance of 50.00 feet; thence angle right and run North 00°18'11" West for a distance of 37.50 feet to the POINT OF BEGINNING; thence angle left and run South 80°47'59" West for a distance of 64.13 feet; thence angle left and run South 43°40'59" West for a distance of 128.30 feet to the Point of Curvature of a curve to the right having a radius of 90.00 feet and a central angle 87°48'59" thence continue along the arc of said curve for a distance of 106.63 feet to the Point of Tangency thereof; thence continue North 88°21'02" West along a line tangent to last described curve for a distance of 34.12 feet to the Point of Curvature of a curve to the left having a radius of 50.00 feet and a central angle of 91°18'37"; thence continue along the arc of said curve for a distance of 78.85 feet to the Point of Tangency thereof; thence continue South 20°22'21" West along a line tangent to last described curve for a distance of 498.90 feet more or less to a point on the centerline of East Street (a 50 foot dedicated right of way) and the ENDING POINT of this centerline.

GLOBAL SIGNAL LEASE AREA

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 8, Block 2, Cohoba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 459; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 618.80 feet to a point; thence leaving said right-of-way line N 59°15'28" W a distance of 72.11 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'17" W for a distance of 3.88 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning; thence S 00°08'45" E for a distance of 18.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'16" W for a distance of 43.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°12'43" W for a distance of 18.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 89°47'17" E for a distance of 43.02 feet to the Point of Beginning. Said described parcel of land contains 0.02 acres, more or less.

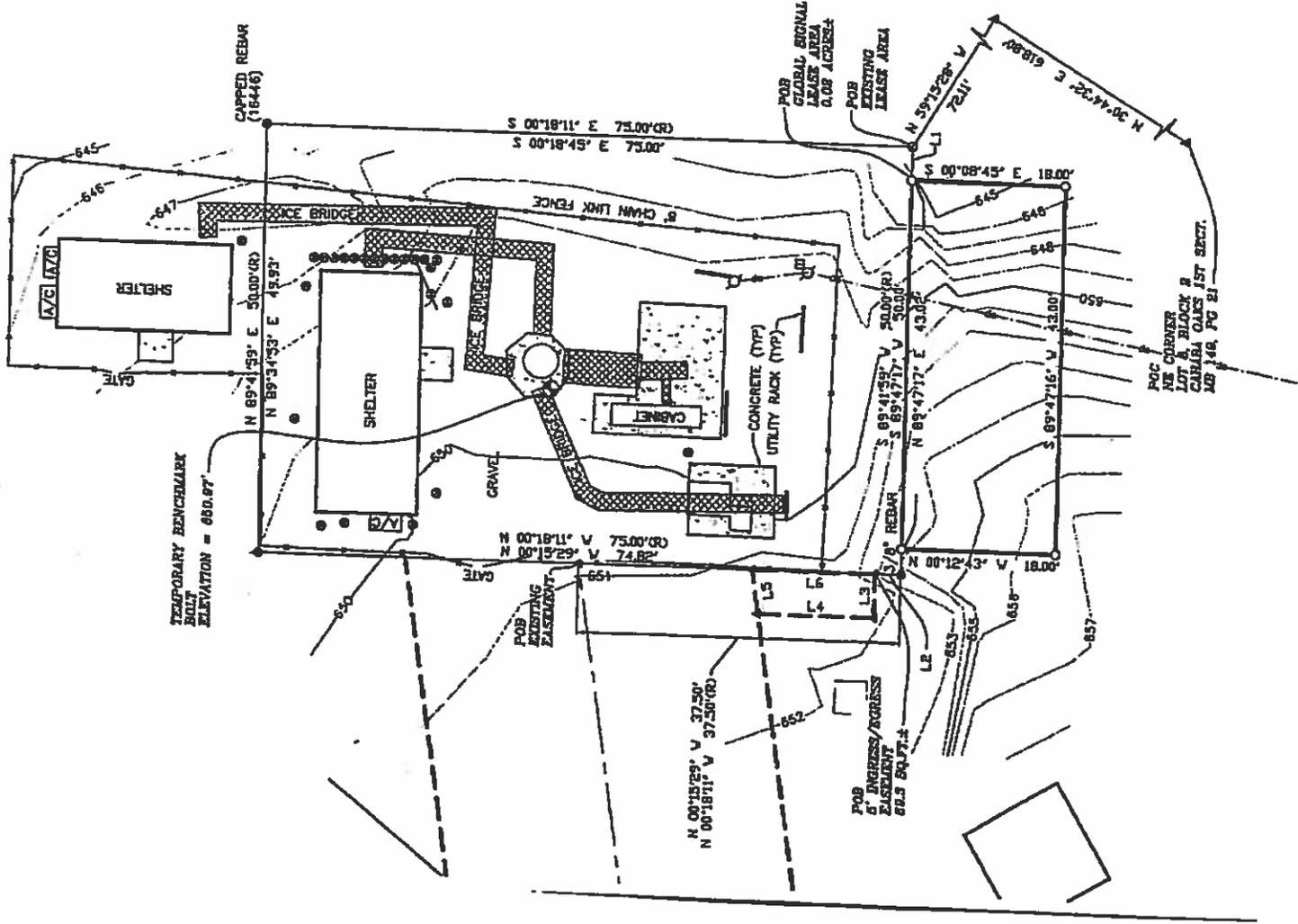
EXPANDED LEASE PREMISES

5' INGRESS/EGRESS EASEMENT:

An easement situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 459; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 618.80 feet to a point; thence leaving said right-of-way line N 59°15'28" W a distance of 72.11 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'17" W for a distance of 50.00 feet to a 3/8" rebar found; thence N 00°15'29" W for a distance of 3.00 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning of an Ingress/Egress Easement; thence S 89°44'31" W for a distance of 5.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°12'43" W for a distance of 13.48 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 80°50'41" E for a distance of 5.05 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 00°15'29" E for a distance of 14.26 feet to the Point of Beginning. Said described easement contains 89.3 square feet, more or less.

EXPANDED LEASE PREMISES



LINE	BEARING	DISTANCE
L1	S 89°47'17" V	3.98'
L2	N 00°15'29" V	3.00'
L3	S 89°44'31" V	5.00'
L4	N 00°12'43" V	13.48'
L5	N 80°50'41" E	5.05'
L6	S 00°15'29" E	14.26'

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT is made and entered into effective as of _____, 2014, by and between **CITY OF MOUNTAIN BROOK** (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) (“**Lessor**”), and **STC FIVE LLC**, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attention: Marion S. Crable, Manager) (“**Tenant**”).

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Tower Site Lease Agreement dated November 1, 1997 (the “**Original Lease**”), covering certain real property together with easements for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the “**Property**”);

WHEREAS, the Original Lease was amended by that certain First Amendment to Tower Site Lease Agreement of unknown name and date (the “**First Amendment**”);

WHEREAS, the Original Lease was further amended by that certain Second Amendment to Tower Site Lease Agreement dated April 13, 2000 (the “**Second Amendment**”);

WHEREAS, the Original Lease was further amended by that certain Third Amendment to Tower Site Lease Agreement dated February 13, 2006, a memorandum of which was filed for record on February 16, 2006, in Book 200603, Page 1674 in the Office of the Judge of Probate of Jefferson County, Alabama (the “**Third Amendment**,” and together with the Original Lease, First Amendment, and Second Amendment, the “**Lease**”);

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on October 31, 2022 (the “**Original Term**”); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Lease is hereby amended as follows:

(a) **Additional Renewal Terms.** The first sentence of Section 4 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

Tenant shall have the right to extend the term of this Lease for nine (9) additional five (5) years terms (each a “**Renewal Term**”).

If all such options to extend are exercised, then the final expiration of the Agreement shall occur on October 31, 2052. Rent shall continue to increase at the commencement of each Renewal Term by Twenty Percent (20%) of the rent due in the immediately preceding Renewal Term.

(b) **Right of First Refusal.** If Lessor receives an offer from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring Lessor’s interest in the Lease to purchase fee title, an easement, a lease, a license, or any other interest in the Property, any or all of Lessor’s interest in the Lease including the rent or revenue derived therefrom, or any other interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Tenant of said offer (“Lessor’s Notice”), and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Property. Lessor’s Notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Lessor’s Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in Lessor’s Notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant’s right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant’s receipt of Lessor’s Notice and the assignment shall be effective upon written notice to Lessor.

(c) **Notice.** The Lease is hereby amended to reflect the following notice address for Tenant:

Sprint Contracts and Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650
Attention: Marion S. Crable, Manager

and to:

Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attention: Legal Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(d) **Option for Additional Ground Space.** Tenant shall have the right and option (the “**Option**”), exercisable at any time, and from time to time, following the execution of this Amendment, to amend the Lease for no additional consideration except as provided herein, to include up to an additional Five Thousand (5,000) square feet immediately adjacent to the Property in a location mutually agreeable to Lessor and Tenant (the “**Additional Lease Area**”). Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing lease area at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the existing lease area. Tenant may exercise the Option by providing written notice to Lessor at any time; provided, however, that following Tenant’s delivery of notice to Lessor, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within sixty (60) days after Tenant’s exercise of the Option, Lessor agrees to execute and deliver an amendment to the Lease, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Lease Area), and any other documents necessary to grant and record Tenant’s interest in the Additional Lease Area (“**Additional Lease Area Documents**”).

(e) **Definitions.** Any reference to “Sprint Spectrum L.P.” or “SSLP” in the Lease shall be deemed to refer to Tenant, and any reference to “Owner” in the Lease shall be deemed to refer to Lessor herein.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Tenant shall pay to Lessor the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) within sixty (60) days following the final execution of this Amendment by Tenant.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and

continue in full force and effect. In case of any inconsistency between the Lease and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Site is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Tenant with a Change of Ownership Form as provided by Tenant and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

(ii) Except as expressly identified in this Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Tenant's request, Lessor shall discharge and cause to be released or subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(iv) Tenant is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(v) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease as amended hereby.

(e) **Entire Agreement.** This Amendment and the Lease sets forth the entire agreement between the parties related to the subject matter hereof.

(f) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Tower Site Lease Agreement effective as of the date first written above.

LESSOR:

CITY OF MOUNTAIN BROOK

ATTEST:

By _____

By: _____

Title: _____

Title: _____

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of **CITY OF MOUNTAIN BROOK**, an Alabama municipal corporation, is signed to the foregoing Fourth Amendment to Tower Site Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, _____, whose name as _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, has signed the foregoing Fourth Amendment to Tower Site Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT A
EXPANDED LEASE PREMISES

EXISTING LEASE AREA (DEED BOOK 9713, PAGE 8247) (SUPPLIED BY CLIENT)

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Commence at the NE'ery corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ery right of way line of Interstate No. 459; thence run North 30°44'32" East along said NW'ery right of way line of Interstate No. 459 for a distance of 818.80 feet; thence and left and run North 59°15'28" West for a distance of 72.11 feet to the POINT OF BEGINNING; thence angle left and run South 89°41'59" West for a distance of 50.00 feet to a point on the westerly line of the SW 1/4 of the SE 1/4 of said Section 14; thence angle right and run North 00°18'11" West along said 1/4-1/4 line for a distance of 75.00 feet; thence angle right and run North 89°41'59" East for a distance of 50.00 feet; thence angle right and run South 00°18'11" East for a distance of 75.00 feet to the POINT OF BEGINNING. Containing 3,750.0 Square Feet (0.09 Acres) more or less.

EXISTING EASEMENT (DEED BOOK 9713, PAGE 8247) (SUPPLIED BY CLIENT)

A strip of land 40 feet in width for access and utilities situated in the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Huntsville Meridian, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the NE'ery corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ery right of way line of Interstate No. 459; thence run North 30°44'32" East along said NW'ery right of way line of Interstate No. 459 for a distance of 818.80 feet; thence and left and run North 59°15'28" West for a distance of 72.11 feet; thence angle left and run South 89°41'59" West for a distance of 50.00 feet; thence angle right and run North 00°18'11" West for a distance of 37.50 feet to the POINT OF BEGINNING; thence angle left and run South 80°47'59" West for a distance of 64.13 feet; thence angle left and run South 43°40'59" West for a distance of 129.30 feet to the Point of Curvature of a curve to the right having a radius of 90.00 feet and a central angle 67°48'59" thence continue along the arc of said curve for a distance of 105.63 feet to the Point of Tangency thereof; thence continue North 88°21'02" West along a line tangent to last described curve for a distance of 34.12 feet to the Point of Curvature of a curve to the left having a radius of 50.00 feet and a central angle of 91°18'37"; thence continue along the arc of said curve for a distance of 79.85 feet to the Point of Tangency thereof; thence continue South 20°22'21" West along a line tangent to last described curve for a distance of 498.90 feet more or less to a point on the centerline of East Street (a 50 foot dedicated right of way) and the ENDING POINT of this centerline.

GLOBAL SIGNAL LEASE AREA

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 459; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 818.80 feet to a point; thence leaving said right-of-way line N 59°15'28" W a distance of 72.11 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'17" W for a distance of 3.98 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning; thence S 00°08'45" E for a distance of 18.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'16" W for a distance of 43.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°12'43" W for a distance of 18.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 09°47'17" E for a distance of 43.02 feet to the Point of Beginning. Said described parcel of land contains 0.02 acres, more or less.

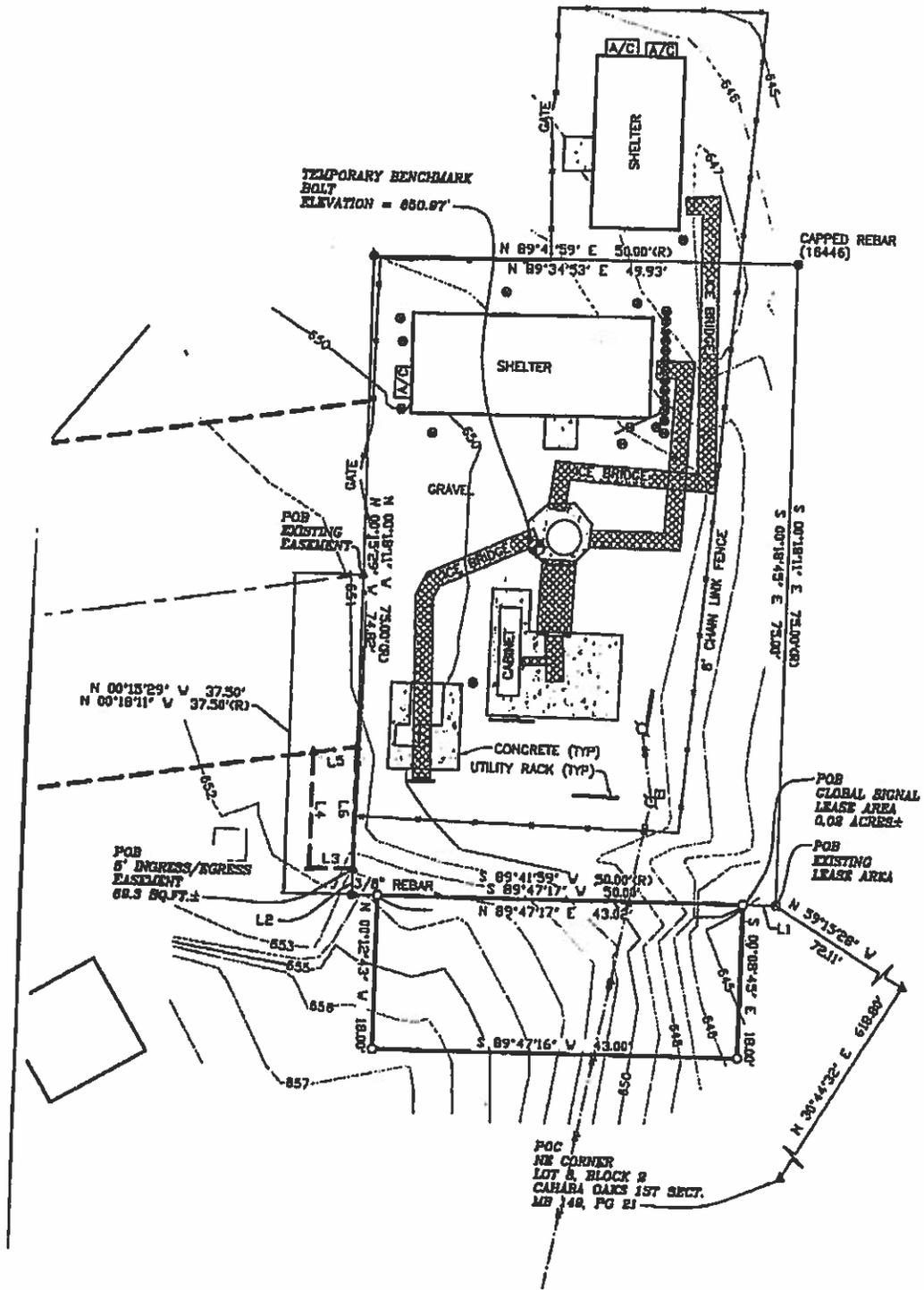
EXPANDED LEASE PREMISES

5' INGRESS/EGRESS EASEMENT:

An easement situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 459; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 818.00 feet to a point; thence leaving said right-of-way line N 59°15'28" W a distance of 72.11 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'17" W for a distance of 50.00 feet to a 3/8" rebar found; thence N 00°15'29" W for a distance of 3.00 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning of an Ingress/Egress Easement; thence S 89°44'31" W for a distance of 5.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°12'43" W for a distance of 13.48 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 80°50'41" E for a distance of 5.05 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 00°15'29" E for a distance of 14.26 feet to the Point of Beginning. Said described easement contains 89.3 square feet, more or less.

EXPANDED LEASE PREMISES



LINE	BEARING	DISTANCE
L1	S 89°47'17" W	3.98'
L2	N 00°15'29" W	3.00'
L3	S 89°44'31" V	5.00'
L4	N 00°12'43" V	13.48'
L5	N 80°50'41" E	3.65'
L6	S 00°15'29" E	14.86'

RESOLUTION NO. 2012-029

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 240 – Non-Profit Tax Exempt License to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its April 26, 2014 fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, Alabama.

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 10th day of March, 2014.

Virginia C. Smith, Council President

APPROVED: This 10th day of March, 2014.

Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 10, 2012, 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: 20140307100517349



Type License: 240 - NON-PROFIT TAX EXEMPT

State: \$0.00 County: \$0.00

Type License:

State: County:

Trade Name: 2014 FOOD TRUCK ROUND UP

Filing Fee: \$0.00

Applicant: PRESCHOOL PARTNERS FOUNDATION

Transfer Fee:

Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE MOUNTAIN BROOK, AL 35209

Mailing Address: 3637 MONTROSE RD BIRMINGHAM, AL 35213

County: JEFFERSON Tobacco sales: NO

Tobacco Vending Machines:

Sale of Products Containing Ephedrine: NO

Type Ownership: CORPORATION

Book, Page, or Document info: LR200804,26452

Do you sell Draft Beer:

Date Incorporated: 04/10/2008 State incorporated: AL

County Incorporated: JEFFEERSON

Date of Authority: 04/10/2008

Alabama State Sales Tax ID: N/A

Name: Title: Date and Place of Birth: Residence Address:

LELLA HAMMITER 9108837 - AL	EXECUTIVE DIRECTOR	05/18/1964 OPELIKA, AL	752 EUCLID AVE MOUNTAIN BROOK, AL 35213
ALLENE NEIGHBORS 6815255 - AL	DIRECTOR OF DEVELOPMENT	07/18/1982 BIRMINGHAM, AL	15 MONTEVALLO LN BIRMINGHAM, AL 35213

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALLENE NEIGHBORS

Home Phone: 205-936-3754

Business Phone: 205-951-5151

Cell Phone: 205-936-3754

Fax: 205-951-5131

E-mail: ALLENE.NEIGHBORS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20140307100517349

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **COLOINAL PROPERTIES TRUST 205-876-4295**
 What is lessors primary business? **REAL ESTATE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

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

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **99999** Display Square Footage:
 Building seating capacity: **99999** Does Licensed premises include a patio area? **NO**
 License Structure: **SHOPPING CENTER** License covers: **OTHER**
 Number of licenses in the vicinity: **5** Nearest: **1**
 Nearest school: **3 blocks** Nearest church: **1 miles** Nearest residence: **2 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: 20140307100517349

Initial each

Signature page

APN
APN

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.

APN

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.

APN

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

/

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

/

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

APN

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.

APN

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.

APN

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):

Allene Parnell Neighbors

Signature of Applicant:

Allene Parnell Neighbors

Notary Name (print):

Valencia John Sorri
Valencia John Sorri

Notary Signature:

Commission expires:

Application Taken: *3-7-14*

App. Inv. Completed:

Forwarded to District Office: *3-7-14*

Submitted to Local Government: *3-7-14*

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

3-7-14



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD**

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20140307100517349



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

What is the applicant(s) primary source of funding?: CHARITBLE DONATIONS

License Covers: OUTDOOR PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?:

ONE DAY OUTDOOR EVENT TO RAISE FUNDS FOR A CHARITABLE FOUNDATION IN THE PARKING LOT OF 780 BROOKWOOD VILLAGE, MACY'S UPPER PARKING LOT, MOUNTAIN BROOK, AL ON APRIL 26TH, 2014. NO TO GO SALES PERMITTED.

[Main Menu](#)

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20140307100517349

Application Payment Confirmation Number: 99999

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

Application Information

Application Type: APPLICATION

License Type 1: 240 - NON-PROFIT TAX EXEMPT

[Continue](#)

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.0.3

Receipt Confirmation Page

Receipt Confirmation Number: **20140307100517349**
Application Payment Confirmation Number: **99999**

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

License Payment Confirmation Number: **99999**

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
240 - NON-PROFIT TAX EXEMPT	\$0.00	\$0.00	\$0.00
Total Amount to be Charged	\$0.00	\$0.00	\$0.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 240 - NON-PROFIT TAX EXEMPT
License Type 2:
License County: JEFFERSON
Business Type: CORPORATION
Trade Name: 2014 FOOD TRUCK ROUND UP
Applicant Name: PRESCHOOL PARTNERS FOUNDATION
Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE
MOUNTAIN BROOK, AL 35209

Mailing Address: 3637 MONTROSE RD
BIRMINGHAM, AL 35213

Contact Person: ALLENE NEIGHBORS
Contact Home Phone: 205-936-3754
Contact Business Phone: 205-951-5151
Contact Fax: 205-951-5131
Contact Cell Phone: 205-936-3754
Contact Email Address:
Contact Web Address:

ORDINANCE NO. 1902

**AN ORDINANCE AMENDING SECTION 129-431 OF THE CITY CODE
MODIFYING NOTICING AND PUBLICATION PROVISIONS**

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that Section 129-431 of the City Code is hereby amended as follows:

1. **“Section 129-431. “ Amendments in General.** The number and boundaries of, and the regulations relating to, the districts established by this chapter may be amended, supplemented, or repealed by the city council, but no such amendment, supplement or repeal shall become effective unless it is first submitted to the planning commission for its recommendation. The planning commission shall hold a public hearing for the consideration of any such proposed amendment, supplement or repeal, after giving at least ten days' notice thereof, by posting notice of such hearing in four conspicuous places within the city, or by any other means permitted by applicable law, and shall, after the consideration of such amendment, supplement or repeal at the public hearing, forward its recommendation to the city council. The city council shall hold a public hearing for the consideration of such proposed amendment, supplement or repeal, ~~after giving at least 22 days notice of such public hearing by publication in a newspaper of general circulation within the city, or by any other means permitted by applicable law after~~ **giving notice of such public hearing in accordance with applicable law.** Written notice of public hearings held by the planning commission and by the city council shall be sent, by United States certified mail or registered mail, to all property owners, any portion of whose property lies within 500 feet of any portion of the parcel included in a request for rezoning. For the purpose of such notice, the owner of a parcel shall be considered to be the person who is shown as the owner of such parcel according to the records of the tax assessor of Jefferson County, Alabama. If a public hearing is continued or postponed during the meeting of the planning commission or city council during which such hearing was held or was scheduled to have been held, no notice of such continued or postponed hearing need be given.”

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.

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

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

ADOPTED: This 10th day of March, 2014.

Council President

APPROVED: This 10th day of March, 2014.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on March 10, 2014, as same appears in the minutes of record of said meeting, and published by posting copies thereof on March 11, 2014, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road
Overton Park, 3020 Overton Road
The Invitation Place, 3150 Overton Road

City Clerk