

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
DECEMBER 10, 2012**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 5:30 p.m. on Monday, the 10th day of December 10, 2012. The President of the City Council called the meeting to order and the roll was called with the following results:

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

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

**1. AGENDA**

1. Street light request at Caldwell Mill Road and Old Trace – Sam Gaston. (The City Manager will notify area residents about the proposal to gage their support or opposition to the light.)
2. Change orders for municipal complex and furniture. (Resolution No. 2012-211 and Motion 2012-218 were added to the formal agenda.)
3. Phase 6 Sidewalk updates – Sain Associates [Appendix 1].
4. Study the issues involved in the construction of another level to the Lane Parke parking deck. (Motion 2012-219 was added to the formal agenda.)
5. Birmingham Waters Works special service agreement (fire protection at the municipal complex). (Resolution No. 2012-217 was added to the formal agenda.)
6. Date in early January for annual breakfast meeting with Legislators and County Commissioner. (The breakfast meeting was subsequently scheduled for Thursday, January 17, 2013.)
7. Allcom wireless study of wireless booster for municipal complex (Resolution No. 2012-216 was added to the formal agenda.)

**2. EXECUTIVE SESSION**

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving potential litigation and another matter involving a potential property acquisition. The motion was seconded by Council member Vogtle. The City Attorney certified that the subject of said executive session was allowed pursuant to the Open Meetings Act. President Smith then asked that the members of the audience be excused.



Steven Boone, City Clerk

Mountain Brook Budgets

Sain's Total Fee: \$ 237,159.00

Date	Billed	% Billed	% Contract Time Billed	% Contract Time Remaining	% Fee Remaining	Fee Remaining
February	\$ 9,147.27	3.86%			96.14%	\$ 228,011.73
March	\$ 3,644.58	5.39%			94.61%	\$ 224,367.15
April	\$ 10,018.41	9.62%	6.43%	93.57%	90.38%	\$ 214,348.74
May	\$ 19,495.31	17.84%	21.43%	78.57%	82.16%	\$ 194,853.43
June	\$ 25,901.54	28.76%	35.00%	65.00%	71.24%	\$ 168,951.89
July	\$ 24,820.09	39.23%	47.14%	52.86%	60.77%	\$ 144,131.80
August	\$ 21,248.33	48.19%	55.71% (eliminated days)	44.29%	51.81%	\$ 122,883.47
September	\$ 30,241.44	60.94%	60.00% (eliminated days)	40.00%	39.06%	\$ 92,642.03
October	\$ 23,822.62	70.98%			29.02%	\$ 68,819.41
November	\$ 18,000.00	78.57%				\$ 50,819.41
December	\$ 25,000.00					\$ 25,819.41
January	\$ 25,000.00					\$ 819.41
February	\$ 25,000.00					\$ (24,180.59)
March	\$ 25,000.00					\$ (49,180.59)
April	\$ 25,000.00					\$ (74,180.59)
Supplement due to Over-Runs and change orders						\$ 37,000.00

Mountain Brook Walkway System Phase 6  
 CMAC-9802(921)  
 11/30/2012

PROJECT FUNDING SUMMARY PROVIDED BY ALDOT DATED 12/13/11

	TOTAL ESTIMATE	FEDERAL FUNDS	CITY FUNDS
Roadway (Construction Cost plus CE&I)	\$ 1,463,763.10	\$ 1,463,610.48	\$ 365,952.62
Federal Non-Participation	\$ 6,526.54		\$ 6,526.54
Indirect Cost	\$ 250,266.28	\$ 200,229.02	\$ 50,037.26
<b>TOTAL:</b>	<b>\$ 2,066,575.92</b>	<b>\$ 1,664,039.50</b>	<b>\$ 422,538.41</b>

PROJECT COST CHANGES KNOWN AS OF 10/19/12

	CONSTRUCTION TOTAL	CE&I (15% OF CONSTR \$)	GRAND TOTAL	80% FEDERAL	20% CITY	REASON FOR COST CHANGE
Change Order 1	\$ 11,198.50	\$ 1,679.93	\$ 12,878.43	\$ 10,303.54	\$ 2,575.89	Required Erosion Control Items added for ADIEM and ALDOT comments. Approved
Change Order 2	\$ 8,910.00	\$ 1,336.50	\$ 10,246.50	\$ 8,197.20	\$ 2,049.30	Added Magnolia Trees as coordinated by City, N.A. and property owner. Not approved yet
Deletions	\$ (4,500.00)	\$ (675.00)	\$ (5,175.00)	\$ (4,140.00)	\$ (1,035.00)	Deletion of transplanting Leyland Cypress trees. trees are too large to transplant
Anticipated Over-runs	\$ 92,397.53	\$ 13,859.63	\$ 106,257.16	\$ 85,005.73	\$ 21,251.43	Approximate, anticipated over-runs for adjustments to meet field conditions
Knollwood Driveways	\$ 22,635.26	\$ 3,440.29	\$ 26,075.55	\$ 21,100.44	\$ 5,275.11	Approximate, revisions to driveways as required by ALDOT
Retaining Wall Revisions	\$ 58,252.05	\$ 8,737.81	\$ 66,989.86	\$ 53,591.69	\$ 13,397.97	Revised wall design for battered (sloped) face to meet federal clear zone requirements
Driveway revisions	\$ 129,281.23	\$ 19,392.18	\$ 148,673.41	\$ 118,936.73	\$ 29,734.66	All driveways except Knollwood
Deletions of proposed retaining walls	\$ (146,359.97)	\$ (21,954.00)	\$ (168,313.97)	\$ (134,651.17)	\$ (33,662.79)	Deletion of several proposed walls along Cherokee Road
Retaining Wall Over-runs	\$ 73,749.12	\$ 11,062.37	\$ 84,811.49	\$ 67,849.19	\$ 16,962.30	Estimated based on re-calculation of wall quantities
<b>TOTAL:</b>	<b>\$ 245,664.72</b>	<b>\$ 36,679.71</b>	<b>\$ 282,744.43</b>	<b>\$ 226,195.54</b>	<b>\$ 56,548.89</b>	Approximate

NOTES:

The project funding summary includes the Roadway construction cost, federal non-participation costs, CE&I costs, and indirect costs.  
 Anticipated Over-runs and Under-runs are evaluated monthly.  
 Change Order 1 is approved  
 Change Order 2 is pending, will resolve with decision on Mr. Smith's landscaping  
 Driveways are approved by ALDOT in November

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**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
DECEMBER 10, 2012**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 7:00 p.m. on Monday, the 10th day of December 10, 2012. The President of the City Council called the meeting to order and the roll was called with the following results:

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

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

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

**1. RECOGNITION OF GUESTS**

President Smith recognized representatives of Boy Scout Troop 63 in attendance for their "Citizenship in the Community" merit badge requirement.

**2. CONSENT AGENDA**

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

Approval of the minutes of the November 26, 2012 meeting of the City Council.

2012-204	Re-appoint Patrick Higginbotham to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2015.	Exhibit 1
2012-205	Create a Labor Supervisor position (class 8064, G15/10) for the Parks and Recreation Department to be filled at the discretion of the City Manager.	Exhibit 2
2012-206	Ratify the fiscal 2012 transfer from the General Fund (100) of \$750,000 into the Capital Project Fund (441) and the fiscal 2012 transfer from the Park Board Fund (115) of \$116,433.25 into the Emergency Reserve Fund (146).	Exhibit 3, Appendix 1
2012-207	Authorize the execution of a contract for the demolition of the property located at 2210 Sterlingwood Drive, Mountain Brook, AL 35243 pursuant to the notice of determination rendered October 22, 2012 (Resolution No. 2012-179).	Exhibit 4, Appendix 2

2012-208	Authorize a change-order for Alscan, Inc. (Resolution No. 2012-044 dated March 26, 2012) in the amount of \$2,817 for the installation of card readers in the parking deck of the municipal complex at the side door (A20) and elevators (A1) and (A2) as previously approved by the City Council (Resolution No. 2012-190 dated November 13, 2012).	Exhibit 5, Appendix 3
2012-209	Authorize the execution of an agreement with Enviro Management Corp. (EMC) for upgrades to the high school sewerage treatment facility (replacing the chlorination and de-chlorination chemical-feed systems with an ultraviolet system designed to kill bacteria and eliminate chemical usage).	Exhibit 6, Appendix 4
2012-210	Authorize the execution of certain documents to allow employees to self-direct their Nationwide Section 457 (deferred compensation) accounts.	Exhibit 7, Appendix 5
2012-211	Authorize the execution of [Brasfield & Gorrie] Change Order No. 4 with respect to the Municipal Complex Project.	Exhibit 8, Appendix 6
2012-212	Set a public hearing for January 14, 2013 to consider the adoption of an ordinance amending Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending the Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook).	Exhibit 9, Appendix 7
2012-213	Authorize the execution [renewal] of the maintenance service agreements between the City and Digitel Corporation with respect to the Avaya communications equipment.	Exhibit 10, Appendix 8
2012-214	Authorize the City Manager to engage Stone & Sons Electrical Contractors, Inc., (and to execute such documents that may be determined necessary) for the installation of a buried conduit at Fire Station 3 to be used for the provision by AT&T of the back-up E911 fiber link.	Exhibit 11, Appendix 9
2012-215	Authorize the renewal of an agreement between the City and Merkos L' Inyonie Chinuch of Alabama (Chabad of Alabama) located on Overton Road for the use by the City of its parking lot.	Exhibit 12, Appendix 10
2012-216	Accept the proposal submitted by Allcom Wireless, Inc. with respect to their study to determine the design options and specifications to engineer an indoor wireless transmission/booster system for the public safety communication systems (Motorola, Southernlinc, and Verizon).	Exhibit 13, Appendix 11
2012-217	Authorize the execution of a special service agreement with The Water Works Board of the City of Birmingham with respect to their installation of a 6 inch waterline to supply water for the fire protection system at the municipal complex.	Exhibit 14, Appendix 12
2012-218 Motion	Authorize the City Manager to initiate the furniture order(s) as hereby approved (see list totaling \$249,720.66) for the Municipal Complex and to execute such documents necessary with respect to such orders.	Appendix 13

2012-219 Motion	Authorize the execution of a consulting agreement with Brasfield & Gorrie, LLC for the purpose of providing a feasibility and conceptual cost estimate with respect to the possible future expansion of a third story for the parking deck to be constructed in the Lane Park development.	Appendix 14
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Thereupon, the foregoing minutes, resolutions and motions were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes, resolutions and motions were then considered by the Council. Council member Pritchard moved for the approval of the minutes and adoption of the resolutions and motions. Council member Vogtle seconded the motion to adopt the foregoing minutes, resolutions and motions. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2012-204 through 2012-217) and motions (nos. 2012-218 through 2012- 219) are adopted by a vote of 5—0, and as evidence thereof, she signed the same.

**3. FRANK GALLOWAY REGARDING THE CITY'S LEAF COLLECTION SERVICE PROVIDED BY WASTE MANAGEMENT OF CENTRAL ALABAMA**

Frank Galloway of 4416 Fredericksburg Drive:

- Reported that the annual leaf collection service provided by Waste Management is routinely late (according to the published schedule).
- The leaf pick-up scheduled for November 16–21, 2012 was not performed until after Thanksgiving.
- Suggested that 1) the leaf collection service start earlier in the future, and 2) that the schedule be rotated so that the Friday garbage collection residents are not always last in line for the leaf pick-up service.

Jeff Clem of Waste Management was in attendance and stated that Waste Management was aware that it got behind and explained its measures to get back on schedule. He also stated that Mr. Galloway's suggestions will be considered in planning future leaf pick-up schedules.

**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, January 14, 2013 at the [temporary] Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

**5. ADJOURNMENT**

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



Steven Boone, City Clerk

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**EXHIBIT 1****RESOLUTION NO. 2012-204**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that Patrick Higginbotham is hereby reappointed to the Board of Zoning Adjustment, to serve without compensation, his term to end December 31, 2015.

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**EXHIBIT 2****RESOLUTION NO. 2012-205**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the creation of one (1) Labor Supervisor position (Class no. 8064, G15/10) for the Parks and Recreation Department to be filled at the discretion of the City Manager in accordance with the "Rules and Regulations" of the Personnel Board of Jefferson County.

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**EXHIBIT 3****RESOLUTION NO. 2012-206**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the fiscal 2012 transfer from the General Fund (100) of \$750,000 into the Capital Project Fund (441) and the fiscal 2012 transfer from the Park Board Fund (115) of \$116,433.25 into the Emergency Reserve Fund (146).

**[APPENDIX 1]**

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**EXHIBIT 4****RESOLUTION NO. 2012-207**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the proposal submitted by Britt Demolition & Recycling, Inc., in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to the demolition and of the house located at 2210 Sterlingwood Drive, Mountain Brook, AL 35243 pursuant to the City's notice of determination dated October 22, 2012 (Resolution No. 2012-179).

**[APPENDIX 2]**

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**EXHIBIT 5****RESOLUTION NO. 2012-208**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a change order for Alscan, Inc. (Resolution No. 2012-044 dated March 26, 2012) in the amount of \$2,817 for the installation of card readers in the parking deck of the municipal complex at the side door (A20), and Elevators A1 and A2 as previously approved by the City Council (Resolution No. 2012-190 dated November 13, 2012).

**[APPENDIX 3]**

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**EXHIBIT 6**

**RESOLUTION NO. 2012-209**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement with EMC, Inc., in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to upgrades to the high school sewerage treatment facility (replacing the chlorination and de-chlorination chemical-feed systems with an ultraviolet system designed to kill bacteria and eliminate chemical usage).

**[APPENDIX 4]**

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**EXHIBIT 7**

**RESOLUTION NO. 2012-210**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Clerk to execute such documents determined necessary to allow participants in the City's deferred compensation plan (Sec. 457) administered by Nationwide Retirement Solutions to self-direct their deferred compensation investment accounts

**[APPENDIX 5]**

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**EXHIBIT 8**

**RESOLUTION NO. 2012-211**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of [Brasfield & Gorrie] Change Order No. 4, in the form as attached hereto as Exhibit A subject to such changes as may be recommended by the City Attorney, with respect to the following all involving the municipal complex construction project:

1. RFP 27A – VCT tile in lieu of carpet in second floor IT office – (\$31)
2. RFP 24 – Modify police records to convert to a break room/emergency operations center – \$30,680

**[APPENDIX 6]**

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**EXHIBIT 9**

**RESOLUTION NO. 2012-212**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, January 14, 2013, at 7:00 p.m., in the [temporary] Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook).

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than fifteen (15) days prior to January 14, 2013, by posting in five (5) conspicuous places within the City of Mountain Brook, as

follows: City Hall—3928 Montclair Road, Suite 148, Gilchrist Drug Company—2805 Cahaba Road, Joe Muggs Newsstand/Yogurt Mountain—2037 Cahaba Road, The Invitation Place—3150 Overton Road, and Piggly Wiggly Foodstore No. 4—93 Euclid Avenue, the following notice concerning both proposed actions in words and figures substantially as follows:

**“PUBLIC HEARING**

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, January 14, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

**‘ORDINANCE NO.**

**AN ORDINANCE AMENDING SECTIONS 129-551, 129-552, 129-553 AND 129-416 OF THE CITY CODE ALL INVOLVING THE ADDITION OF THE VINE STREET TRANSITIONAL DISTRICT ZONING CLASSIFICATION TO THE ZONING CODE OF THE CITY OF MOUNTAIN BROOK**

**WHEREAS**, it is the desire of the City Council of the City of Mountain Brook, Alabama, to amend certain sections of the City’s zoning code;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Mountain Brook the following:

**Section 1.** Section 129-551(b) of the City Code is hereby amended as follows:

“(b) *General Applicability.* The Village Overlay Standards supplement the standards of the current Base Zoning District of each parcel to the extent that the standards herein do not conflict with the standards in the base zoning district. To the extent that the standards set forth in the Base Zoning District conflict or are inconsistent with the standards herein, the standards set forth in this Article shall apply; residential uses on lots in the Base Zoning District “Vine Street Transitional (VST) District” shall be exempt from the Building Type Specifications of the Village Overlay Standards. The standards in this section are applicable to the following Base Zoning Districts which exist in the Villages:

- (1) Local Business;
- (2) Professional;
- (3) Mixed Use;
- (4) Vine Street Transitional; and
- (5) Any residential zoning districts that exist in the Village boundaries.”

**Section 2.** Section 129-551(c) of the City Code is hereby amended as follows:

“(c) *Specific Applicability.* The Village Overlay Standards address building types, building heights, building form and orientation (relationship to streets and open spaces), and are specifically applicable to the following areas:

- (1) Crestline Village (except for residential lots zoned Vine Street Transitional (VST) District), as indicated on the attached Building and Development Regulating Plan for Crestline Village;
- (2) English Village, as indicated on the attached Building and Development Regulating Plan for English Village;

(3) Mountain Brook Village, as indicated on the attached Building and Development Regulating Plan for Mountain Brook Village;

(4) Overton Village, as indicated on the attached Building and Development Regulating Plan for Overton Village.

The boundaries officially approved for the Village Overlay Standards, as specified above, are adopted herein by reference, and shall become a part of Official Zoning Map of Mountain Brook as defined in Section 19-2-7 of the Zoning Ordinance.”

**Section 3.** Section 129-551(d) of the City Code is hereby amended as follows:

“(d) Building and Development Regulating Plans. The Building and Development Regulating Plans for Crestline Village (except for residential lots zoned Vine Street Transitional (VST) District), English Village, Mountain Brook Village and Overton Village are attached hereto, included within, and made a part of these Village Overlay Standards, and apply in all areas identified thereupon **Section 4.** Section 129-552 (legend) of the City Code is hereby amended as follows:

“\*Townhouse building types are only permitted in association with a base zoning of Residence D or F; stacked flats are only permitted in association with a base zoning of Residence D or G.

\*Detached single family dwellings and attached single family dwellings (townhouse dwellings) for lots zoned Vine Street Transitional (VST) District are not subject to the Building Type Specifications contained in the Village Overlay Standards.

+ Refer to the Village Master Plans for Frontage definitions and requirements.”

**Section 5.** Section 129-553(b) of the City Code is hereby amended as follows:

“(b) *Standards.* Permitted building types shall meet the following building standards, which standards shall control over any conflicting standard of the Base Zoning District (with the exception of residential uses on lots zoned Vine Street Transitional (VST) District):”

**Section 6.** Section 129-553 of the City Code is hereby amended/corrected as follows:

1. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:89) is hereby changed to “Section 129-554”.
2. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:89) is hereby changed to “Section 129-555(d)”.
3. The reference to “Section 19-31-5” (See Legend [1]-CD129:91) is hereby changed to “Section 129-555”.
4. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:92) is hereby changed to “Section 129-554”.
5. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:92) is hereby changed to “Section 129-555(d)”.
6. The reference to “Section 19-31-5” (See Legend [1]-CD129:94) is hereby changed to “Section 129-555”.
7. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:95) is hereby changed to “Section 129-554”.
8. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:95) is hereby changed to “Section 129-555(d)”.
9. The reference to “Section 19-31-5” (See Legend [1]-CD129:97) is hereby changed to “Section 129-555”.
10. The reference to “Section 19-31-4” (See “Maximum % of Lot Coverage (building footprint)-CD129:98) is hereby changed to “Section 129-554”.

11. The reference to “Section 19-31-5(d) (See Site Access – Vehicles-CD129:98) is hereby changed to “Section 129-555(d)”.
12. The reference to “Section 19-31-5” (See Legend [1]-CD129:100) is hereby changed to “Section 129-555”.

**Section 7.** Section 129-416(a) of the City Code is repealed and replaced with the following:

**“Sec. 129-416. Advisory design review required in the Villages of Mountain Brook.**

- (a) The Villages of Mountain Brook, for purposes of this section, are composed of those properties located within the “Village Boundary Line” shown on the Village Maps found in Section 129-557 of the City Code, and defined as, the Local Business Districts of the City of Mountain Brook, plus those Mixed Use, Office Park, Professional, and Residential Infill Districts which are contiguous to and/or within one mile of the boundary of such Local Business Districts (“villages”).

**Section 8.** Chapter 129 of the City Code is amended to include the following new sections:

**“ARTICLE \_\_\_\_\_ - VINE STREET TRANSITIONAL (VST) DISTRICT**

**Sec. 129-\_\_\_ - Purpose and applicability.**

The Vine Street Transitional (VST) District is intended to provide compact, appropriate-scaled buildings along the west side of Vine Street in Crestline Village for detached single family, attached single family (townhouse dwelling) or professional and business office uses. The district may be applied to sites which can establish an effective transition from the Local Business District in Crestline Village to adjacent residential neighborhoods and the Crestline Elementary School site. The district is intended to provide a high degree of pedestrian connectivity within Crestline Village to increase accessibility and patronage of businesses, and to enhance the pedestrian character of Crestline Village. For office uses, the VST District is only applicable as a base zoning district in association with the Village Overlay Standards, where building scale and orientation to streetscapes and surrounding parcels have been considered in association with a specific area master plan; however, townhouse and single family uses in the VST District are excluded from the residential building type specifications in the Village Overlay Standards.

The Vine Street Transitional (VST) District is also intended to emphasize lot frontages, and the orientation, location, and façade design of the buildings, as a key determinant of development that is transitionally compatible with the neighboring Local Business, Residence-A, Residence-C and Recreation Districts, and a key element in shaping the transitional character and streetscape of Vine Street in Crestline Village.

The VST District may be applied to those properties along Vine Street in Crestline Village, as that Village is defined by reference to the Village Boundary Line for Crestline Village in Section 129-557 of the City Code .

**Sec. 129-\_\_\_ - Permitted uses.**

The uses permitted in the Vine Street Transitional District shall be as follows:

- (a) Detached single family dwellings;
- (b) Attached single family dwellings (townhouse dwelling units);
- (c) Professional offices;

- (d) Business offices;
- (e) The uses in any of the above permitted uses may be condominium units;
- (f) Accessory structures and accessory buildings customarily incidental to the above permitted uses.

**Sec. 129-\_\_\_ - Area and dimensional requirements for professional and business offices.**

All lot and building standards shall be as specified in the Village Overlay Standards.

**Sec. 129-\_\_\_ - Area and dimensional requirements for single family dwellings (detached and attached).**

*(a) Minimum dimensions of parcel.*

- (1) Minimum area of parcel .....7,500 square feet
- (2) Minimum width of parcel at all points between the street line and the front setback line .....50 feet
- (3) Minimum number of feet of the parcel which must abut a street .....50 feet

*(b) Building setbacks.*

(1) Required front building line (primary and secondary).....within 5 feet of the front lot line (the front lot line shall be deemed to be the edge of the adjacent public right-of-way, or the edge of the adjacent sidewalk which is nearest the building, whichever is farther from the centerline of the such right-of-way.)

- (2) Required front (secondary) building line ....0-5 feet
- (3) Minimum rear yard setback .....10 feet
- (4) Minimum side yard setback .....  
0 feet if party wall;  
5 feet for end units, or a detached single family dwelling.

*(c) Building limitations.*

- (1) Maximum building area ....  
For detached single family dwellings: 60% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.  
For attached single family dwellings (townhouse dwellings): 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.
- (2) Maximum building height .....36 feet  
At any and all points, the maximum external building height shall be measured from the existing grade of the sidewalk at the lot frontage, or the proposed grade at the front building line, whichever is lower.
- (3) Maximum number of stories .....none
- (4) Maximum allowable density .....One dwelling unit per 2,000 square feet of land contained in the parcel
- (5) Minimum Street Wall... 80% (Street Wall is the percentage of the lot frontage that is

occupied by a building facade established within the required front building line range.)

- (6) All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

**Sec. 129-\_\_\_ - Parking.**

- (1) Minimum offstreet parking per dwelling unit: Two spaces.
- (2) Visitor and accessory parking shall be provided based on the following:  
 One to ten dwelling units: one-half parking space per unit;  
 Eleven or more units: Five spaces plus one-fourth additional parking space for each unit over ten;
- (3) Any offstreet surface parking, interior parking or parking structures for the dwelling units and for visitor or accessory parking shall meet the parking design and vehicle access limitations of the village overlay standards.

**Sec. 129-\_\_\_ . - Additional requirements.**

(a) *Sidewalks.* Sidewalks of not less than five feet in width shall be provided between any parking area and the building or buildings which they serve, and there shall be a curb between all parking areas and any adjacent sidewalk.

(b) *Exterior lighting.* If artificial illumination is provided for a parking area, it shall be arranged so as to shine and reflect away from any adjacent residential areas and away from any streets adjacent to or near the parcel. No lighting fixtures used for any parking area shall be elevated more than 14 feet above the ground, except for a light which is installed on the ceiling of a porch of a dwelling unit and is designed to illuminate only such porch. Each lighting fixture shall be designed and installed so as to direct its beam of light below the horizontal plane of such lighting fixture.”

(c) *Development plan.* Any rezoning proposal for the Vine Street Transitional (VST) District shall submit a development plan in conformity with section 129-234 of this Code demonstrating compliance with all site and building standards of this district, the applicable overlay standards, and conformance with the village master plan and design guidelines.

**Section 9.** This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

**Section 10.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

**Section 11.** The effective date of this ordinance shall be February 1, 2013.’

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance.”

**[APPENDIX 7]**

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**EXHIBIT 10****RESOLUTION 2012-213**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of the maintenance service agreements between the City and Digitel Corporation, in the form as attached hereto as Exhibits A and B, with respect to the Avaya communications equipment

[APPENDIX 8]

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**EXHIBIT 11****RESOLUTION NO. 2012-214**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to engage Stone & Sons Electrical Contractors, Inc., (and to execute such documents that may be determined necessary) for the installation of a buried conduit at Fire Station 3 to be used for the provision by AT&T of the back-up E911 fiber link.

[APPENDIX 9]

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**EXHIBIT 12****RESOLUTION NO. 2012-215**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute an extension of a lease agreement with Merkos L'Inyonie Chinuch of Alabama (Chaba'd of Alabama) granting the City use of Chaba'd of Alabama's parking lot on Overton Road, in the form attached hereto as Exhibit A, with such minor changes thereto as may be approved by the Mayor or City Manager, whose approval of such changes shall be conclusively evidenced by either of their execution of such agreement.

[APPENDIX 10]

---

**EXHIBIT 13****RESOLUTION NO. 2012-216**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the proposal submitted by Allcom Wireless, Inc., in the form as attached hereto as Exhibit A, with respect to their study to the design options and specifications to engineer an indoor wireless transmission/booster system for the public safety communication systems (Motorola, Southernlinc, and Verizon).

[APPENDIX 11]

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**EXHIBIT 14****RESOLUTION NO. 2012-217**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a special service agreement with The Water Works Board of the City of Birmingham, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to their installation of a six inch water line to supply water for the fire protection system at the municipal complex.

**[APPENDIX 12]**

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**Steve Boone**

---

**From:** Steve Boone  
**Sent:** Monday, December 03, 2012 11:53 AM  
**To:** Sam Gaston  
**Subject:** Fund balance update

**As of 9/30/2012:**

	General Fund	Capital Projects (All combined)
Fund Balance	\$10,978,012	\$19,511,134
2013 budgeted surplus (deficit)	510,212	(8,086,060)
Balance to complete municipal complex		(9,600,000)
Municipal complex costs included in 2013 budget		7,000,000
Projected 9/30/2013 fund balance	\$10,978,012	\$8,825,074

**Steven Boone**  
**City of Mountain Brook**  
**P. O. Box 130009**  
**Mountain Brook, AL 35213-0009**  
Direct: (205) 802-3825  
Facsimile: (205) 874-0611

[www.mtnbrook.org](http://www.mtnbrook.org)  
<http://mtnbrookcity.blogspot.com/>  
Twitter: @mountain\_brook

Any statements or opinions expressed herein are my own and do not necessarily represent those of either management or the governing body of the City of Mountain Brook. This e-mail message is intended exclusively for the person(s) to whom it was originally addressed. Any use by others is unauthorized.



8861 US Highway 31, Hanceville, AL 35077
(256) 339-0332 Fax (256) 739-5756
brittdemolition@gmail.com

PROPOSAL

DATE: November 21, 2012
From: Taylor Britt
Call: 256-338-7344
SUBJECT: 2210 Sterlingwood Drive, Mountain Brook, AL 35243

Scope of Work

- Structures are to be demolished in place and leveled to the top of the house's footings unless otherwise noted.
The mailbox and its collapsed masonry structure adjacent to Sterlingwood Drive are to be removed.
The brick wall and landscaping facing Sterlingwood Drive on the southern face of the house should remain intact for aesthetic and erosion-control purposes.
At the southern face of the house, the south garage is to be razed to its concrete slab.
The southern, eastern, and northern walls of the house are to be razed to the tops of their footings.
The western wall of the house is to be razed to the top of the brick wall or to the concrete slab of the west garage (where there is no brick wall). The brick walls (including the brick walls perpendicular to the weight-bearing wall) should remain intact.
The brick stairs going up to the front door are to be removed.
The wooden deck in the back of the house is to be removed. The gas grill on the back deck is to be removed.
The existing wood and masonry fence enclosing the back yard should remain intact.
Vendor shall clear parcel of all demolition debris including fixtures, furniture, appliances, and housewares. Grass is to be planted on any bare ground.
Anything on the property reasonably considered unsafe, unsanitary, or an attractive nuisance must be removed, or, in the alternative, a hazard not removed is to be secured by barriers or fencing.
The shrubbery, and rose bushes on the western side of the house closest to the house might have debris that falls on them and might have to be removed.
Green colored safety fencing will be placed from the existing wood and masonry fence to protect the property if needed.
Permits and sewer plug

Total price \$12,500

Taylor Britt
Lorraine T. Oden
Name

[Signature]
Signature

November 21, 2012
Date
12/10/2012
Date

"MAKING ROOM TO GROW"

CONTRACT

This Contract is entered into, as of the 10th day of December, 2012, by City of Mountain Brook, an Alabama municipality, (the "City") whose address is 3928 Montclair Road, Suite 232, Mountain Brook, Alabama 35213 (P. O. Box 130009, Mountain Brook, Alabama 35213-0009), and Britt Demolition & Recycling, Inc., an Alabama corporation, (the "Contractor") whose address is 8861 U.S. Hwy 31, Hanceville, Alabama 35077.

City and Contractor agree as follows:

- 1. Demolition Site. The Contractor shall perform the demolition and removal of debris of a two-story residential house burned by fire which has become a public nuisance. The house to be demolished is located at 2210 Sterlingwood Drive, Mountain Brook, AL 35243, a.k.a. Lot 8, Survey of Sterlingwood, as recorded in Map Book 173, page 87, in the Probate Office of Jefferson County, AL, Parcel ID No.: 28-21-1-5-14.000-RR-0.
2. Scope of Project. The Contractor shall, at its own expense, furnish all labor, supplies, equipment, and machinery necessary to demolish specified structures in place. The demolition is to be performed as follows:
a. Structures are to be demolished in place and leveled to the top of the house's footings unless otherwise noted.
b. The mailbox and its collapsed masonry structure adjacent to Sterlingwood Drive are to be removed.
c. The brick wall and landscaping facing Sterlingwood Drive on the southern face of the house should remain intact for aesthetic and erosion-control purposes.
d. At the southern face of the house, the south garage is to be razed to its concrete slab.
e. The southern and eastern walls of the house are to be razed to the tops of their footings.
f. The northern wall of the house is to be taken down close to the level of the concrete foundation. Exposed soil north of the wall is to be used as fill dirt where needed and removed to create a gentle upward slope from the basement of the house into the back yard. This gentle slope should be planted with grass.
g. The western wall of the house is to be razed to the top of the brick wall or to the concrete slab of the west garage (where there is no brick wall). The brick walls on the western side of the house (including the brick walls perpendicular to the weight-bearing wall) should remain intact.
h. The brick stairs going up to the front door are to be removed.
i. The wooden deck in the back of the house is to be removed. The gas grill on the back deck is to be removed.
j. The existing wood and masonry fence enclosing the back yard should remain intact.
k. Contractor shall clear parcel of all demolition debris including fixtures, furniture, appliances, and housewares. Grass is to be planted on any bare ground.

- 1. Anything on the property reasonably considered unsafe, unsanitary, or an attractive nuisance must be removed, or, in the alternative, a hazard not removed is to be secured by barriers or fencing.
3. Special Considerations. In abating the nuisance, the Contractor should take into consideration the following factors:
a. The sewer shall be properly plugged. A copy of the invoice from the environmental-service company along with sewer plug-approval documentation from Jefferson County shall be provided to the City with Contractor's application for demolition permit.
b. All debris must be disposed at an ADEM-certified landfill. The weigh-ticket dates shall closely correspond to the date of the actual demolition of the structure, and the tonnage shall equal approximately the size and material composition of the structures demolished. Contractor shall submit original copies of the weigh tickets in order to be paid by the City for the Project.
c. All debris must be removed by the Contractor, and no debris, junk, or material is to be set out on the street for pick up by the City's sanitation contractor.
d. The houses in the neighborhood are close together, so Contractor must control excessive noise, airborne dust, debris, vibration, sediment, or other nuisances emanating from the demolition site. Unless there is an emergency, Contractor may only perform demolition during normal working hours. Contractor is solely responsible for any damage to neighboring properties, and the City shall be indemnified from all claims except those resulting from the City's sole negligence or willful misconduct.
e. Asbestos abatement is not to be included in the proposal. If asbestos is detected, Project shall stop until the City can contract separately for its removal.
f. The foundations, basement, and the western walls of the house shall remain after the demolition but will need to be reasonably secure.
g. Shrubby, rose bushes, and trees on the property are to be preserved as best as possible, and Contractor should make a good faith effort not to damage them.
h. Safety fencing, green in color, shall be placed from, near, and around existing structures as needed. The City's Inspections Superintendent shall have discretion to request more of such safety fencing in order to abate any potential nuisance.
i. Contractor's invoice for payment should have expenses itemized to further the City's efforts to be reimbursed for the costs of this nuisance abatement.
4. Permits. Before commencing the Project, Contractor and any subcontractors must obtain proper permits and business licenses from the City.
5. Salvage Value. Contractor shall be entitled to the salvage value of the buildings or structures demolished, and the salvage value of any such materials is outside of this Contract. The City cannot protect against fire, vandalism, theft, or other hazard which may affect the salvage value and makes no warranty in that regard.
6. TIME IS OF THE ESSENCE. Contractor shall have 30 working days from notice to proceed to completely demolish the structures specified, remove the debris, and erect safety fences to the satisfaction of the City. Failure to comply with the completion time as stated in

APPENDIX 2

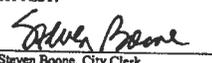
- the notice to proceed shall result in fines. Time extensions will not be granted except in extreme situations (i.e., significant rainfall for a lengthy period of time, etc.).
7. Contract Sum. The City shall pay Contractor the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) for this Project upon its completion ("Contract Sum").
8. Payment to Contractor. Full payment shall be made to Contractor within ten (10) days after the satisfactory completion of the Project in accordance with this Contract and upon receipt by the City of invoices requesting such payment.
9. 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.
Insurance Amount
Workers' compensation statutory \$1,000,000
General liability \$1,000,000
Auto liability \$1,000,000

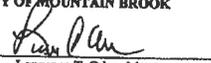
- 10. Indemnity.
a. The Contractor shall defend, indemnify, and hold harmless the City and its agents, employees, and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs, and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor, or representative of the Contractor, hereinafter a "Contractor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Contractor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Contractor or any Contractor Representative may encounter; or (c) the use or occupancy of the work sites by Contractor and any Contractor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Contractor to indemnify any of the Indemnitees for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.
b. 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.

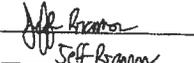
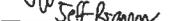
- 11. **Safety.** Contractor warrants that it will inspect the Project site before performing the services and work contemplated here. Contractor is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the worksite, or under the care, custody, or control of the Contractor or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Contractor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury, or loss.
- 12. **Time Extensions.** Time extensions will not be given except in extreme situations (i.e., significant rainfall for a lengthy period of time, etc.). Extensions will not be considered for things such as short periods of inclement weather, equipment problems, personal problems, labor problems, etc. In the event the Contractor believes he/she has an extreme situation, the Contractor must contact the City Manager in writing prior to the scheduled completion date providing a justification for an extension and the number of days requested. If after review it is determined the delay is justified as an extreme situation, then a revised completion date will be determined and established by written notification. Unless an extension has been granted in writing by the City Manager, the work will be expected to be completed by the original completion date.
- 13. **Change or Amendment.** This Contract may not be amended, nor may the Project or the scope of the Project 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 Project unless the change order specifically provides for such modification.
- 14. **Assignment.** Contractor shall not assign this Contract to any other party without prior written approval from the City of Mountain Brook.
- 15. **Default and Cancellation.**
  - a. If Contractor does not perform the Project 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 Project 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 Project, 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.
  - b. In the event the owner of 2210 Sterlingwood Drive or other interested party gives the City reason to believe that she is willing and able to abate the nuisance without the City's resources or the Contractor's services, the City reserves the right to cancel this Contract.
- 16. **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.
- 17. **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.
- 18. **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.
- 19. **Alabama Immigration Law Compliance.** 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

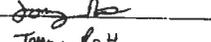
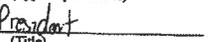
the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates 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.

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:  
  
 Steven Boone, City Clerk

CITY OF MOUNTAIN BROOK  
 By:   
 Lawrence T. Oden, Mayor  
 Date: December 10, 2012

ATTEST:  
  
 Its 

BRITT DEMOLITION & RECYCLING, INC.  
 By:   
 Tammy Britt  
 (Type or print name)  
 Its   
 President  
 (Title)  
 Date: 12-10

APPENDIX 2



2507 Commerce Boulevard  
Birmingham, AL 35210  
205 951-3400  
1-800-23WATER  
FAX 205 951-0808  
www.EMCOem.com

December 3, 2012

Mr. Sam Gaston, City Manager  
City of Mountain Brook  
P.O. Box 130006  
Mountain Brook, Alabama 35213

RE: Ultraviolet Disinfection System -- Wastewater Treatment Plant

Mr. Gaston --

The NPDES permit for the wastewater treatment plant at the High School requires that the plant discharge be disinfected and that the discharge water be chlorine-free. The systems currently in place at the plant disinfect the discharge with chlorine and then the chlorine is removed with a sodium bisulfate chemical feed system.

The ultraviolet disinfection system that we're proposing for the wastewater treatment plant would replace both of the current chemical feed systems. The bacteria in the water will be killed with ultraviolet light (UV) and there will be no need for either chemical feed systems (although we'll keep both systems in place as back-ups)

There are several advantages to the UV system:

- > The UV system is "green". Chemical usage is eliminated and therefore no chance that there could be an accidental overfeeding of chlorine or sodium bisulfate.
- > The sodium bisulfate system had a tendency to freeze in cold weather months. This caused operational problems and opened the door to possible permit violations.
- > Both chemicals could impact the discharge test results if they were over-fed into the water. Eliminating the chemicals will eliminate this potential problem.
- > The UV system operates on electricity and the only recurring costs are to clean the UV light bulbs. The bulbs should last for about 2 years before being replaced. Currently there are recurring costs for chlorine and sodium bisulfate.

The cost of the UV system is \$9685.00. This includes all labor and materials to install it at the treatment plant and get it fully functioning. The unit will be installed inline directly after the existing tablet feeder closest to the discharge weir. It will be under the grating and out of the way.

Please let me know if you have any questions

Sincerely,

Dudley Dickerson, III

**AMENDMENT TO CONTRACT OF NOVEMBER 28, 2011  
BETWEEN THE CITY OF MOUNTAIN BROOK, ALABAMA  
AND ENVIRO MANAGEMENT CORP. (EMC)**

WHEREAS, the City of Mountain Brook, Alabama (the "City") and Enviro Management Corp. ("EMC") have heretofore entered into a contract, dated November 28, 2011, for the provision of certain services required in order to maintain compliance with applicable legal and regulatory standards at the Owner's wastewater-treatment plant serving Mountain Brook High School (the "Contract"); and

WHEREAS, EMC has proposed that the City augment its existing wastewater-treatment plant by installing an ultraviolet disinfection system ("UV System") as described in that certain letter of Dudley Dickerson, III of EMC to Sam Gaston of the City dated December 3, 2012, which is attached hereto as Exhibit "A" to this Amendment to the Contract and incorporated by reference herein;

WHEREAS, the parties have determined that a "UV System" and its monitoring in connection with said Contract are needed in order to accomplish more reliably the purposes thereof; and

PREMISES CONSIDERED, the parties hereby agree to amend and supplement the aforementioned Contract as follows:

1. EMC shall order and install the UV System in the wastewater-treatment plant serving Mountain Brook High School;
2. The City shall pay EMC the sum of NINE THOUSAND EIGHTY-FIVE DOLLARS (\$9685.00) for the purchase and installation of the UV System;
3. The City shall pay the above-stated sum within thirty (30) days of successful installation of the UV System; and
4. The UV System shall be included henceforth as "Equipment" to be monitored in EXHIBIT "B" -- THE SERVICES of the Contract.

The terms of the Contract are otherwise ratified and shall remain in full force and effect.

APPROVED this 10 day of December, 2012.

ATTEST :

CITY OF MOUNTAIN BROOK

Steven Boone  
Its: City Clerk

By:   
Sam S. Gaston  
Its: City Manager

Date: Dec. 10, 2012

ENVIRO MANAGEMENT CORP.

Witness

By:   
Dudley Dickerson, III  
Its: President

Date: 12-11-12

APPENDIX 3

**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
ENVIRO MANAGEMENT CORP.  
DATED DECEMBER 10, 2012**

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Enviro Management Corp. ("the Contractor") dated December 11, 2012.

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

Page 2 of 3

**ADDENDUM 2**

Statement of Compliance with Alabama Code Section 31-13-9.

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

Dudley Dickerson III  
Printed Name of Contractor

President  
Title

Dudley Dickerson III  
Signature of Contractor

12-11-12  
Date

Enviro Management Company, Inc.  
Name of Business Entity

APPENDIX 3

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 10 day of December, 2012

Enviro Management Corp.  
By: Dudley Dickerson III  
Its: President

City of Mountain Brook, Alabama  
By: [Signature]  
Its: Mayor

Page 3 of 3



2607 Commerce Boulevard  
Birmingham, AL 35210  
205 951-3400  
1-800-23WATER  
FAX 205 951-0808  
www.EMCbram.com

December 3, 2012

Mr. Sam Gaston, City Manager  
City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, Alabama 35213

RE: Ultraviolet Disinfection System - Wastewater Treatment Plant

Mr. Gaston -

The NPDES permit for the wastewater treatment plant at the High School requires that the plant discharge be disinfected and that the discharge water be chlorine-free. The systems currently in place at the plant disinfect the discharge with chlorine and then the chlorine is removed with a sodium bisulfate chemical feed system.

The ultraviolet disinfection system that we're proposing for the wastewater treatment plant would replace both of the current chemical feed systems. The bacteria in the water will be killed with ultraviolet light (UV) and there will be no need for either chemical feed systems (although we'll keep both systems in place as back-ups)

There are several advantages to the UV system:

- > The UV system is "green". Chemical usage is eliminated and therefore no chance that there could be an accidental overfeeding of chlorine or sodium bisulfate.
- > The sodium bisulfate system had a tendency to freeze in cold weather months. This caused operational problems and opened the door to possible permit violations.
- > Both chemicals could impact the discharge test results if they were over-fed into the water. Eliminating the chemicals will eliminate this potential problem.
- > The UV system operates on electricity and the only recurring costs are to clean the UV light bulbs. The bulbs should last for about 2 years before being replaced. Currently there are recurring costs for chlorine and sodium bisulfate.

The cost of the UV system is \$9685.00. This includes all labor and materials to install it at the treatment plant and get it fully functioning. The unit will be installed inline directly after the existing tablet feeder closest to the discharge weir. It will be under the grating and out of the way.

Please let me know if you have any questions.

Sincerely,

Dudley Dickerson, III

**AMENDMENT TO CONTRACT OF NOVEMBER 28, 2011  
BETWEEN THE CITY OF MOUNTAIN BROOK, ALABAMA  
AND ENVIRO MANAGEMENT CORP. (EMC)**

WHEREAS, the City of Mountain Brook, Alabama (the "City") and Enviro Management Corp. ("EMC") have heretofore entered into a contract, dated November 28, 2011, for the provision of certain services required in order to maintain compliance with applicable legal and regulatory standards at the Owner's wastewater-treatment plant serving Mountain Brook High School (the "Contract"); and

WHEREAS, EMC has proposed that the City augment its existing wastewater-treatment plant by installing an ultraviolet disinfection system ("UV System") as described in that certain letter of Dudley Dickerson, III of EMC to Sam Gaston of the City dated December 3, 2012, which is attached hereto as Exhibit "A" to this Amendment to the Contract and incorporated by reference herein;

WHEREAS, the parties have determined that a "UV System" and its monitoring in connection with said Contract are needed in order to accomplish more reliably the purposes thereof; and

PREMISES CONSIDERED, the parties hereby agree to amend and supplement the aforementioned Contract as follows:

1. EMC shall order and install the UV System in the wastewater-treatment plant serving Mountain Brook High School;
2. The City shall pay EMC the sum of NINE THOUSAND EIGHTY-FIVE DOLLARS (\$9685.00) for the purchase and installation of the UV System;
3. The City shall pay the above-stated sum within thirty (30) days of successful installation of the UV System; and
4. The UV System shall be included henceforth as "Equipment" to be monitored in EXHIBIT "B" - THE SERVICES of the Contract.

The terms of the Contract are otherwise ratified and shall remain in full force and effect.

APPROVED this 10 day of December, 2012.

ATTEST :

Steven Boone  
Its : City Clerk

CITY OF MOUNTAIN BROOK

By :   
Sam S. Gaston  
Its : City Manager

Date : Dec. 10, 2012

ENVIRO MANAGEMENT CORP.

Witness

By : \_\_\_\_\_  
Dudley Dickerson, III  
Its : President

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

APPENDIX 4

**ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
ENVIRO MANAGEMENT CORP.  
DATED DECEMBER 10, 2012**

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Enviro Management Corp. ("the Contractor") dated December 28, 2012.

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

Page 2 of 3

**ADDENDUM 2**

Statement of Compliance with Alabama Code Section 31-13-9.

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

Printed Name of Contractor \_\_\_\_\_

Title \_\_\_\_\_

Signature of Contractor \_\_\_\_\_

Date \_\_\_\_\_

Name of Business Entity \_\_\_\_\_

APPENDIX 4

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 set 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 10 day of December, 2012.

Enviro Management Corp.

City of Mountain Brook, Alabama

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

By: [Signature]

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

Its: Mayor

Page 3 of 3

Nationwide Trust Company -- Omnibus Application Schwab PCRA Implementation Sheet

Plan Information:

Trustee/Custodian: Nationwide Trust Company
(Plan) ID: 63-6001325
Plan Name: City of Mountain Brook, Alabama Deferred Compensation Plan
Plan Address: P. O. Box 130009, Mountain Brook, AL 35213-0009
Contact Name: Steven Boone
Contact E-Mail Address: boones@mtnbrook.org
Plan Year End: September 30, 2012
Plan Tax ID Number: 63-6001325
Date Plan Established: Amended and restated 12/1/2005 (Resolution No. 05-173 and 11/14/2005)
Plan Type: Section 457 Deferred Compensation Plan

Electronic Account Opening (EAO): [X] Yes [ ] No
Trading Menu: Complete and attach Schwab Trading Menu Form

Schwab Set up Information (to be completed by Schwab):

Plan ID:
FA Master (New):
Upload Master:
Cash In/Cash Out:
K4 Master (New):
EAO: Login ID: Password:

Acknowledgement by Nationwide authorized party:

By: Date:
Print Name: Schwab Fax: 1.877.535.3403

1. PCRA Plan Trading Menu (Continued)

Options trading is limited to writing covered calls and buying protective puts.
Yes, Options trading is permitted on the Plan-level account by the Plan document and on all associated PCRA's.
No, Options trading is not permitted.

Table with 5 columns: Plan/Security Description, CUSIP Number, Symbol, Permitted, Not Permitted. Contains rows for 'None' and other securities.

Trustee/Custodian Signature

Signature(s) and Date(s) Required

X Trustee/Custodian Signature Date
X Trustee/Custodian Signature Date

Plan Sponsor Signature

Signature and Date Required

X Plan Sponsor Signature Date: Steven Boone, 12/10/2010
Steven Boone, for City of Mtn Brook, AL Def Comp Plan Plan Administrator

\* Schwab Mutual Fund OneSource® funds and Schwab Funds® have no loads and no transaction fees. Schwab can effect purchases and redemptions of shares of these funds without charging a transaction fee because Schwab receives remuneration from the registered investment company and its affiliates for services rendered in connection with the Mutual Fund OneSource service.
\*\* Restricting publicly traded limited partnerships will exclude the purchase of any publicly traded security that reports income via a Schedule K-1 Form, and as a result could generate Unrelated Business Taxable Income (UBTI).

APPENDIX 5

Schwab Personal Choice Retirement Account® (PCRA) Plan Trading Menu Change Form

charles SCHWAB

www.schwab.com
1-800-231-2855
Page 1 of 2

Plan Name: City of Mountain Brook, Alabama Deferred Compensation Plan
Plan One Source Account Number: 0030345-001
Plan Tax ID Number: 63-6001325

The following instructions override the existing Plan Trading Menu for any Schwab Personal Choice Retirement Account® (PCRA) associated with the Plan referenced above.
The Trustee(s)/Custodian(s) and/or Plan Sponsor authorizes Schwab to allow any Participant who completes a Schwab PCRA Limited Power of Attorney (LPOA) for Participant form to make trades in the Participant's respective PCRA. A Participant will never be restricted from selling a position unless Schwab is instructed by the Trustee(s)/Custodian(s) and/or Plan Sponsor.
Trading restrictions: PCRA's may not include trading on collectibles, currencies, precious metals, real estate, futures, commodities, margin accounts or short sales. If specifically allowed by Participant's retirement plan, Participant may write covered calls and buy protective puts. Participant should complete a Schwab Personal Choice Retirement Account (PCRA) Options Application--Participant form to be approved to trade options.

1. PCRA Plan Trading Menu

- A. Taxable Mutual Funds:
B. Tax-Exempt Mutual Funds:
C. Equities:
D. Publicly Traded Limited Partnerships:
E. Taxable Fixed Income:
F. Tax-Exempt Fixed Income:
G. Foreign Securities:

Plan Details (Optional User Entry)
Approved by:
Print the name of Approver:
Date Approved:
Name of Participant (Member):
Plan ID Number:
Account Number:
- - - - -



Nationwide Trust Company, FSB 457 Custody Agreement (The "Agreement")

This Agreement including the Schedule of Investments attached is made and entered into by and between City of Mountain Brook ("Sponsor") and Nationwide Trust Company, FSB a division of Nationwide Bank as Custodian ("NTC") pursuant to the City of Mountain Brook 457 Plan ("Plan") to establish the City of Mountain Brook 457 Plan Custodial Account ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have reviewed the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained herein.

City of Mountain Brook, Alabama
Printed Sponsor Name: NTC
Signature: Steven Boone 12/10/2010
Sponsor Signature Date: Acceptance Date
Plan Administrator: Steven Boone
Printed Name:
Signature: Date:
Title:
Signature: Date:
Title:

**ARTICLE I — PURPOSE**

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

**ARTICLE II — DEFINITIONS**

**Account** — The custodial account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

**Business Day** — A day on which NTC and New York Stock Exchange are both open for business.

**Effective Date** — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

**Employer(s)** — The employer(s) of the Participants in the Plan.

**Funding Vehicle(s)** — As permitted by applicable law, securities held in self-directed brokerage accounts made available by NTC.

**Original Signature** — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

**Participant** — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

**Plan** — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

**Required Format** — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

**Signature** — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

**Successor** — The trustee or custodian appointed by the Sponsor who succeeds NTC.

**Written Instruction(s)** — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.

**ARTICLE III — THE ACCOUNT**

NRS-SDO Only (05/2009)

-2 of 8-

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a provider to make available a Funding Vehicle for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement.

NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

**ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC**

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

Take all other acts necessary for the proper administration of the Account.

**ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms

NRS-SDO Only (05/2009)

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and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle. NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

**ARTICLE VI — CONTRIBUTIONS NOT RECOVERABLE**

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

**ARTICLE VII — ACCOUNT RECORDS AND REPORTS**

NTC or its designee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

**ARTICLE VIII — FIDUCIARY RESPONSIBILITIES AND LIABILITIES**

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

**ARTICLE IX — LIMITATION OF LIABILITY**

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; NRS-SDO Only (05/2009)

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APPENDIX

floods, wars, civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

**ARTICLE X — RELIANCE ON COUNSEL AND INDEMNIFICATION**

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC, NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the incurrence of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

**ARTICLE XI — NTC'S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

**ARTICLE XII — NTC'S COMPENSATION AND EXPENSES**

NTC's compensation for the ordinary services provided under this Agreement shall be included in and paid from the overall fees and charges assessed by the Plan's third party administrator. NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

The Funding Vehicle provider ("Provider") may assess trading commissions or other fees in accordance with the procedures established by the Provider. Such fees will be assessed against participant accounts and are not the responsibility of NTC.

NRS-SDO Only (05/2009)

-5 of 8-

ARTICLE XIV — TAXES

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

ARTICLE XV — AMENDMENT

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement at any time by providing written notice to the Sponsor not less than thirty (30) days prior to the effective date of such change, or at any time in the event NTC determines that such amendment is necessary to comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

ARTICLE XVII — SUCCESSOR

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

ARTICLE XVIII — GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

NRS-SDO Only (05/2009) - 6 of 8-

Schedule of Investments ("Investment Authorization")

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

- 1. On the Effective Date, the Funding Vehicles in the Plan shall be:

Schwab PCRA Self-Directed Brokerage Option

APPENDIX 5

NRS-SDO Only (05/2008)

- 8 of 8-

2012-210

Steve Boone

From: CURTISW@nationwide.com
Sent: Friday, November 30, 2012 10:30 AM
To: Steve Boone
Subject: Fw: City of Mountain Brook SDO Paperwork

FYI from Home Office.

Scott



W. Scott Curtis
Senior Retirement Specialist
Nationwide Retirement Solutions
C 334-646 6886 | C 206-216-1437 | F 334-613-7128
curtisw@nationwide.com

Forwarded by W. S. Curtis@nationwide.com on 11/30/2012 10:28 AM

From: John Archer@nationwide.com
To: W. S. Curtis@nationwide.com
Cc: Loeff E Frost@nationwide.com
Date: 11/30/2012 09:30 AM
Subject: Re: Fw: City of Mountain Brook SDO Paperwork

Hi Scott. These look good. I suggest moving forward with the Custody Agreement as is. If the attorneys have questions we can approach NTC for modification but I don't know that we'd be successful with changes. It would be better to approach NTC if we have specific comments or changes.

John



John Archer, ChFC®, CFP®
Relationship Consultant
Client Services (Nationwide Retirement Solutions)
W 514-854-3160 | C 614-378-2201 | F 855-524-8563
archerj@nationwide.com

From: W. S. Curtis@nationwide.com
To: "John Archer" <ARCHERJ@nationwide.com>
Date: 11/30/2012 10:13 AM
Subject: Fw: City of Mountain Brook SDO Paperwork

From: "Steve Boone" [boones@MTNBROOK.org]
Sent: 11/30/2012 09:05 AM CST
To: W. Curtis
Subject: City of Mountain Brook SDO Paperwork

Please look over these completed documents to make sure they are in order. Let me know of any changes that need to be made. I plan to take to the City Council of December 10 for authorization to execute.

NRS-SDO Only (05/2009)

- 7 of 8-

2012-210

Article X of the 457 Custody Agreement dealing with Indemnification may be an issue. My council is made up of 5 attorneys who generally don't like such contract provisions. If this poses an issue, how difficult will modifications be. If insurmountable, we will likely have to pass on implementing this change.

From: CURTISW@nationwide.com [mailto:CURTISW@nationwide.com]  
Sent: Wednesday, November 28, 2012 2:06 PM  
To: Steve Boone  
Subject: Fw: City of Mountain Brook SDO Paperwork

Here it is



W. Scott Curtis  
Senior Retirement Specialist  
Nationwide Retirement Solutions  
C 334-546-5626 | C 205-218-1437 | F 334-612-7123  
scurtisw@nationwide.com

On the 487 Custody Agreement - The Plan Sponsor needs to sign the document. There are multiple signature lines for the Plan Sponsor, but this is only if more than one individual needs to sign the document on behalf of the Plan (i.e. Plan Trustees). An original is required.

On the Schwab Plan Trading Menu Form - The Plan Sponsor will need to include their Plan Tax ID # at the top of the form. Please have the Plan Sponsor select the fund offerings that they would like their participants to have access too. Also, a Plan Sponsor signature is required on this document. An original is required.

On the NTC - Omnibus Application - The Plan will only need to complete the following information on this form  
Plan Name: City of Mountain Brook, Alabama Deferred Compensation Plan  
Plan Address: P. O. Box 130009, Mountain Brook, AL 35213-0008

Contact Name: Steven Boone Contact Phone: (205) 802-3825  
Contact Email Address: [boonea@mtbbook.org](mailto:boonea@mtbbook.org)  
Plan Year End: September 30  
Plan Tax ID Number: 63-8001325  
Date Plan Established: Amended and restated December 1, 2005 (Resolution No. 05-173 dtd 11/14/2005)  
Electronic Account Opening (EAO): XXYes No  
(Please check the appropriate box)



Lori Frost  
Plan Administrator  
Nationwide Retirement Solutions  
W 614-864-4846 | C 614-838-0076 | F 677-296-6176  
lfrost1@nationwide.com

----- Forwarded by Lori E Frost/Nationwide/NWIE on 11/21/2012 10:58 AM -----

From: Paula K Miller/Nationwide/NWIE  
To: Lori E Frost/Nationwide/NWIE@NWIE  
Cc: Emanuel Mahand/Nationwide/NWIE@NWIE, W. S Curtis/Nationwide/NWIE@NWIE  
Date: 11/21/2012 10:15 AM  
Subject: Re: City of Mountain Brook SDO Paperwork

The agreement is attached. Thanks.



Paula Miller  
Chief Trust Officer  
Retirement Trust Company, FSB a division of Nationwide  
Box 3199-01-01  
W 614-864-3873  
emillerp@nationwide.com

From: Lori E Frost/Nationwide/NWIE  
To: Paula K Miller/Nationwide/NWIE@NWIE  
Cc: W. S Curtis/Nationwide/NWIE@NWIE, Emanuel Mahand/Nationwide/NWIE@NWIE  
Date: 11/28/2012 11:34 AM  
Subject: City of Mountain Brook SDO Paperwork

Good Afternoon Paula,

We received an additional request to add the SDO option. This request is from the City of Mountain Brook 457 Plan 0030345001 Could you please provide the custody agreement for their completion?

Thanks so much,  
Lori

[attachment "2012- Nationwide 457 Custody Agreement (Page 1).pdf" deleted by W. S Curtis/Nationwide/NWIE] [attachment "2012- Nationwide 457 Custody Agreement.pdf" deleted by W. S Curtis/Nationwide/NWIE] [attachment "2012- Natons 457 Implementation Sheet.pdf" deleted by W. S Curtis/Nationwide/NWIE] [attachment "2012- Nationwide Plan Trading Menu Change Form.pdf" deleted by W. S



Lori Frost  
Plan Administrator  
Nationwide Retirement Solutions  
W 614-864-4846 | C 614-838-0076 | F 677-296-6176  
lfrost1@nationwide.com

Curtis/Nationwide/NWIE]



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe in sign with the Company's name and seal with the Company's seal, non-impairment, consent of indemnity, and other writings collateral to the nature of a bond, recognition or conditional understanding, and any of said officers or the Board of Directors as any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of its foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognition, consent of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional understanding shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly stamped and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed to him or her by this certificate of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by electronic means to any certificate relating thereto appointing, recognizing, consenting to indemnity, or otherwise, and any such power of attorney or certificate bearing such electronic signature and seal shall be valid and binding upon the Company and any such power so executed and certified by such electronic signature and seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2012

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-2880 or contact us at www.zenworksboard.com. Please refer to the Attorney In Fact number. See also-attached individuals and the seal(s) of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

BRASFIELD & GORRIE L.L.C. ESTIMATE WORKSHEET. PROJECT: Mountain Brook Municipal Complex. LOCATION: Mountain Brook, AL. ARCH/ENG: Williams Blackstock Architects. DESCRIPTION: RFP 18 - A recessed linear light to be located in the Hoyt oval service area entry. Includes a table with columns for ITEM, DESCRIPTION, QTY, UNIT, MATERIAL, LABOR, SUB/EXP, and TOTAL. Also includes a 'CHECKLIST' section with items like 'Knee Deck to be Recessed Mounted Lift Off type with Dark Bronze finish' and 'Knee Deck to be placed to include a ramp patch that will be laid over security engineering'.

APPENDIX 6

BRASFIELD & GORRIE L.L.C. ESTIMATE WORKSHEET. PROJECT: Mountain Brook Municipal Complex. LOCATION: Mountain Brook, AL. ARCH/ENG: Williams Blackstock Architects. DESCRIPTION: RFP 0848 - Provide a ceiling junction box for installation of a pendant light fixture. Includes a table with columns for ITEM, DESCRIPTION, QTY, UNIT, MATERIAL, LABOR, SUB/EXP, and TOTAL. Also includes a 'CHECKLIST' section with items like 'Light Fixture provided by Owner' and 'Steel Supports have not been Engaged by Structural Engineer'.

BRASFIELD & GORRIE L.L.C. ESTIMATE WORKSHEET. PROJECT: Mountain Brook Municipal Complex. LOCATION: Mountain Brook, AL. ARCH/ENG: Williams Blackstock Architects. DESCRIPTION: Open 1 RFP 14 - Fix out 3 Entry Jail Cells including Jail (x3) Accessories. Includes a table with columns for ITEM, DESCRIPTION, QTY, UNIT, MATERIAL, LABOR, SUB/EXP, and TOTAL. Also includes a 'CHECKLIST' section with items like 'US Security Jail accessories are as shown in RFP' and 'US Security Jail accessories are as shown in RFP'.

BRASFIELD & GORRIE L.L.C.										
ESTIMATE WORKSHEET										
PROJECT: Meunier Brook Municipal Complex					PAGE NUMBER: 1		DATE: 12/31/12			
LOCATION: Meunier Brook, AL					SUMMARY BY: BT		Revised			
ARCH/ENG: Williams Blackstock Architects					PRICED BY: BT					
DESCRIPTION: RFP 34 - Modify Records Storage B306 into 4 Break Rooms and Emergency Operations Center					CHECKED BY: BM					
ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB/BLDG		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	2 x 2 Acoustical Ceiling Tile - Chelton Drywall	775	sf	0.00	0.00	0.00	0.00	7.08	\$47.00	\$47.80
2	Paint-White and sand apply Drywall-Chelton-Drywall	1	lb	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Provide Controls, Water Supply, Steam Pump, Start, and gullies. PBM	1	h	0.00	0.00	0.00	0.00	10,800.00	10,800.00	10,800.00
4	Provide Electrical and Data-Cat5e Electric	1	sq	4.00	0.00	0.00	0.00	21,962.00	21,962.00	21,962.00
5	Re cover existing overhead rough in	1	sq	0.00	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
SUB TOTAL				0		0		36,118	27,439	63,557
Client/Notes:				Material Tax				9.00%		0
1 In areas that ductwork crosses ceiling beams, ductwork may provide under ceiling tile				P&T Insurance (Labor)				48.15%		0
2 Re working rough in is based on current conditions already installed				Insurance/Bonds/Permits				1.50%		417
3 Data and Power rough in is per updated drawing set by WBA on 11.16.12				Overhead and Profit				10.00%		2,719
				TOTAL						\$30,488

BRASFIELD & GORRIE L.L.C.										
ESTIMATE WORKSHEET										
PROJECT: Meunier Brook Municipal Complex					PAGE NUMBER: 1		DATE: 12/31/12			
LOCATION: Meunier Brook, AL					SUMMARY BY: BT		Revised			
ARCH/ENG: Williams Blackstock Architects					PRICED BY: BT					
DESCRIPTION: RFP 38 - Add card readers at Door AG20 and 6 elevators A1 and A2					CHECKED BY: BM					
ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB/BLDG		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	Adjustment to Change Order 13 (BAG 62)	1	h	0.00	0.00	0.00	0.00			(2,817.00)
2	- Product Allow Pricing from RFP 25									(2,817.00)
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
SUB TOTAL				0		0				(2,817)
Client/Notes:				Material Tax				9.00%		0
1				P&T Insurance (Labor)				48.15%		0
				Insurance/Bonds/Permits				1.50%		16
				Overhead and Profit				0.00%		(282)
				TOTAL						(3,107)

APPENDIX 6

BRASFIELD & GORRIE L.L.C.										
ESTIMATE WORKSHEET										
PROJECT: Meunier Brook Municipal Complex					PAGE NUMBER: 1		DATE: 12/31/12			
LOCATION: Meunier Brook, AL					SUMMARY BY: BT					
ARCH/ENG: Williams Blackstock Architects					PRICED BY: BT					
DESCRIPTION: RFP 27A - Provide VCT - 4 in Area of Carpet 1 in L1, 0806A127					CHECKED BY: BM					
ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB/BLDG		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	Provide VCT - 4 in Dotted Carpet 1 in above door 8 Flooring	338	sf	0.00	0.00	0.00	0.00			0.00
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
SUB TOTAL				0		0				0.00
Client/Notes:				Material Tax				9.00%		0
1 VCT - 4 per floor drawings				P&T Insurance (Labor)				48.15%		0
				Insurance/Bonds/Permits				1.50%		0
				Overhead and Profit				0.00%		0
				TOTAL						0.00



BELLSOUTH® PRIMARY RATE ISDN SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
AL, GA, FL, KY, LA, MS, NC, SC, TN

- e. Safe Environment: Customer may ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment...
f. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment")...
g. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are established for the Pricing Schedule Term...
h. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges...
i. Billing, Payments, Deposits and MARRC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Customer")...
j. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations...
k. Termination Charges: If prior to Customer termination a Service Component other than for cause or AT&T termination a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination...

l. Limitations of Liability and Disclaimers: (1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING...
(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES...

Table with 3 columns: BE\_FRN\_SDA\_24\_agmt\_en, AT&T and Customer Confidential Information, SDA ILEC v.05/02/12

BELLSOUTH® PRIMARY RATE ISDN SERVICE
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms
AL, GA, FL, KY, LA, MS, NC, SC, TN

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES...

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

m. Indemnification: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement...

n. Arbitration: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT...

o. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for their authentication or authorization...
This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

Table with 2 columns: For AT&T Internal use only (Billing Telephone Number for Existing service, SDA Code), End of Document

Table with 3 columns: BE\_FRN\_SDA\_24\_agmt\_en, AT&T and Customer Confidential Information, SDA ILEC v.05/02/12

- (1) Local Business;
- (2) Professional;
- (3) Mixed Use;
- (4) Vine Street Transitional; and
- (5) Any residential zoning districts that exist in the Village boundaries."

Section 2. Section 129-551(c) of the City Code is hereby amended as follows:

"(c) *Specific Applicability.* The Village Overlay Standards address building types, building heights, building form and orientation (relationship to streets and open spaces), and are specifically applicable to the following areas:

- (1) Crestline Village (except for residential lots zoned Vine Street Transitional (VST) District), as indicated on the attached Building and Development Regulating Plan for Crestline Village;
- (2) English Village, as indicated on the attached Building and Development Regulating Plan for English Village;
- (3) Mountain Brook Village, as indicated on the attached Building and Development Regulating Plan for Mountain Brook Village;
- (4) Overton Village, as indicated on the attached Building and Development Regulating Plan for Overton Village.

The boundaries officially approved for the Village Overlay Standards, as specified above, are adopted herein by reference, and shall become a part of Official Zoning Map of Mountain Brook as defined in Section 19-2-7 of the Zoning Ordinance."

Section 3. Section 129-551(d) of the City Code is hereby amended as follows:

"(d) Building and Development Regulating Plans. The Building and Development Regulating Plans for Crestline Village (except for residential lots zoned Vine Street Transitional (VST) District), English Village, Mountain Brook Village and Overton Village are attached hereto, included within, and made a part of these Village Overlay Standards, and apply in all areas identified thereupon."

Section 4. Section 129-552 (legend) of the City Code is hereby amended as follows:

"Townhouse building types are only permitted in association with a base zoning of Residence D or F; stacked flats are only permitted in association with a base zoning of Residence D or G.

\*Detached single family dwellings and attached single family dwellings (townhouse dwellings) for lots zoned Vine Street Transitional (VST) District are not subject to the Building Type Specifications contained in the Village Overlay Standards.

+ Refer to the Village Master Plans for Frontage definitions and requirements."

Section 5. Section 129-553(b) of the City Code is hereby amended as follows:

"(b) *Standards.* Permitted building types shall meet the following building standards, which standards shall control over any conflicting standard of the Base Zoning District (with the exception of residential uses on lots zoned Vine Street Transitional (VST) District):"

Section 6. Section 129-553 of the City Code is hereby amended/corrected as follows:

1. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129-89) is hereby changed to "Section 129-554".
2. The reference to "Section 19-31-5(d) (See Site Access - Vehicles-CD129-89) is hereby changed to "Section 129-553(d)".
3. The reference to "Section 19-31-5" (See Legend [1]-CD129-91) is hereby changed to "Section 129-555".
4. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129-92) is hereby changed to "Section 129-554".
5. The reference to "Section 19-31-5(d) (See Site Access - Vehicles-CD129-92) is hereby changed to "Section 129-553(d)".
6. The reference to "Section 19-31-5" (See Legend [1]-CD129-94) is hereby changed to "Section 129-555".
7. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129-95) is hereby changed to "Section 129-554".
8. The reference to "Section 19-31-5(d) (See Site Access - Vehicles-CD129-95) is hereby changed to "Section 129-553(d)".
9. The reference to "Section 19-31-5" (See Legend [1]-CD129-97) is hereby changed to "Section 129-555".
10. The reference to "Section 19-31-4" (See "Maximum % of Lot Coverage (building footprint)-CD129-98) is hereby changed to "Section 129-554".
11. The reference to "Section 19-31-5(d) (See Site Access - Vehicles-CD129-98) is hereby changed to "Section 129-553(d)".
12. The reference to "Section 19-31-5" (See Legend [1]-CD129-100) is hereby changed to "Section 129-555".

Section 7. Section 129-416(a) of the City Code is repealed and replaced with the following:

"Sec. 129-416. Advisory design review required in the Villages of Mountain Brook.

- (a) The Villages of Mountain Brook, for purposes of this section, are composed of those properties located within the "Village Boundary Line" shown on the Village Maps found in Section 129-557 of the City Code, and defined as the Local Business Districts of the City of Mountain Brook, plus those Mixed Use, Office Park, Professional, and Residential Infill Districts which are contiguous to and/or within or mile of the boundary of such Local Business Districts ("Villages)."

Section 8. Chapter 129 of the City Code is amended to include the following new sections:

"ARTICLE \_\_\_\_\_ - VINE STREET TRANSITIONAL (VST) DISTRICT

Sec. 129-\_\_\_\_ - Purpose and applicability.

The Vine Street Transitional (VST) District is intended to provide compact, appropriate-scaled buildings along the west side of Vine Street in Crestline Village for detached single family, attached single family (townhouse dwelling) or professional and business office uses. The district may be applied to sites which can establish an effective transition from the Local Business District in Crestline Village to adjacent residential neighborhoods and the Crestline Elementary School site. The district is intended to provide a high degree of pedestrian connectivity within Crestline Village to increase accessibility and patronage of businesses, and to enhance the pedestrian character of Crestline Village. For office uses, the VST District is only applicable as a base zoning district in association with the Village Overlay Standards, where building scale and orientation to streetscapes and surrounding parcels have been considered in association with a specific area master plan; however, townhouse and single family uses in the VST District are excluded from the residential building type specifications in the Village Overlay Standards.

The Vine Street Transitional (VST) District is also intended to emphasize lot frontages, and the orientation, location, and facade design of the buildings, as a key determinant of development that is transitionally compatible with the neighboring Local Business, Residence-A, Residence-C and Recreation Districts, and a key element in shaping the transitional character and streetscape of Vine Street in Crestline Village.

The VST District may be applied to those properties along Vine Street in Crestline Village that Village is defined by reference to the Village Boundary Line for Crestline Village in Section 129-557 of the City Code.

Sec. 129-\_\_\_\_ - Permitted uses.

The uses permitted in the Vine Street Transitional District shall be as follows:

- (a) Detached single family dwellings;
- (b) Attached single family dwellings (townhouse dwelling units);
- (c) Professional offices;

- (d) Business offices;
- (e) The uses in any of the above permitted uses may be condominium units;
- (f) Accessory structures and accessory buildings customarily incidental to the above permitted uses.

Sec. 129-\_\_\_\_ - Area and dimensional requirements for professional and business offices.

All lot and building standards shall be as specified in the Village Overlay Standards.

Sec. 129-\_\_\_\_ - Area and dimensional requirements for single family dwellings (detached and attached).

(a) *Minimum dimensions of parcel.*

- (1) Minimum area of parcel .....7,500 square feet
- (2) Minimum width of parcel at all points between the street line and the front setback line .... 50 feet
- (3) Minimum number of feet of the parcel which must abut a street .....50 feet

(b) *Building setbacks.*

- (1) Required front building line (primary and secondary)..... within 5 feet of the front lot line (the front lot line shall be deemed to be the edge of the adjacent public right-of-way, or the edge of the adjacent sidewalk which is nearest the building, whichever is farther from the centerline of the such right-of-way.)

- (2) Required front (secondary) building line ...0-5 feet
- (3) Minimum rear yard setback .....10 feet
- (4) Minimum side yard setback ....  
0 feet if party wall;  
5 feet for end units, or a detached single family dwelling.

(c) *Building limitations.*

- (1) Maximum building area ...  
For detached single family dwellings: 60% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.  
For attached single family dwellings (townhouse dwellings): 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

APPENDIX 7

(2) Maximum building height ....36 feet

At any and all points, the maximum external building height shall be measured from the existing grade of the sidewalk at the lot frontage, or the proposed grade at the front building line, whichever is lower.

(3) Maximum number of stories ....none

(4) Maximum allowable density ....One dwelling unit per 2,000 square feet of land contained in the parcel

(5) Minimum Street Wall... 80% (Street Wall is the percentage of the lot frontage that is occupied by a building facade established within the required front building line range.)

(6) All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Sec. 129 - Parking.

(1) Minimum offstreet parking per dwelling unit: Two spaces.

(2) Visitor and accessory parking shall be provided based on the following:

One to ten dwelling units: one-half parking space per unit.

Eleven or more units: Five spaces plus one-fourth additional parking space for each unit over ten;

(3) Any offstreet surface parking, interior parking or parking structures for the dwelling units and for visitor or accessory parking shall meet the parking design and vehicle access limitations of the village overlay standards.

Sec. 129 - Additional requirements.

(a) Sidewalks. Sidewalks of not less than five feet in width shall be provided between any parking area and the building or buildings which they serve, and there shall be a curb between all parking areas and any adjacent sidewalk.

(b) Exterior lighting. If artificial illumination is provided for a parking area, it shall be stranged so as to shine and reflect away from any adjacent residential areas and away from any streets adjacent to or near the parcel. No lighting fixtures used for any parking area shall be elevated more than 14 feet above the ground, except for a light which is installed on the ceiling of a porch of a dwelling unit and is designed to illuminate only such porch. Each lighting fixture shall be designed and installed so as to direct its beam of light below the horizontal plane of such lighting fixture "

Section 9. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 10. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 11. The effective date of this ordinance shall be February 1, 2013.

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance."

ADOPTED: This 10th day of December, 2012.

*Amy G. Carter*  
Amy G. Carter, President Pro-Tem

APPROVED: This 10th day of December, 2012.

*Lawrence T. Oden*  
Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on December 10, 2012, as same appears in the minutes of record of said meeting and published by posting copies thereof on December 11, 2012, at the following public places, which copies remained posted for five (5) days as required by law

City Hall, 3928 Montclair Road, Suite 148  
Gilchrist Pharmacy, 2850 Cahaba Road  
The Invitation Place, 3150 Overton Road  
Joe Muggs Newstand/Yogurt Mountain, 2037 Cahaba Road  
Piggly Wiggly Food Store 4, 93 Euclid Avenue

*Steven Boone*  
Steven Boone, City Clerk

APPENDIX 7

2012-212





CUSTOMER ORDER and MAINTENANCE SERVICE AGREEMENT

SALES AND INSTALLATION AGREEMENT LEASE PURCHASE MAJOR MAINTENANCE DROP SER

Customer information: City of Mountain Brook, 3928 Montclair Road, Mountain Brook, AL 35213

Table with columns: TOTAL INSTALLED PRICE, TERMS OF PAYMENT FOR LEASE, TERMS OF PAYMENT FOR SALES

DIGITEL HEREBY AGREES TO RENT OR LEASE TO THE FOLLOWING EQUIPMENT AND SERVICE LISTED ON THE EQUIPMENT SCHEDULE FOR THE PERIOD AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE CUSTOMER ORDER TERMS AND CONDITIONS.

Customer options: MAINTENANCE, PROACTIVE MONITORING, COVERAGE OPTION, DURATION, MONTHLY AMOUNT

SPECIAL INSTRUCTIONS: Maintenance Contract covers listed equipment located at 3928 Montclair Road and #8 Office Park Circle, Suite 200 in Mountain Brook, Alabama.

CUSTOMER HAVING CAREFULLY READ ALL PROVISIONS OF THIS AGREEMENT AS CONTAINED ON THE FRONT AND BACK SIDE OF THIS AGREEMENT, ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT AND ANY SCHEDULES MADE A PART HEREOF WHICH ARE THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES...

DIGITEL CORPORATION, ADDRESS: 2800 SCHOOL DRIVE, ATLANTA, GA 30360. Date: 12/10/2012. Customer: City of Mountain Brook. By: [Signature]

Rev 8/11

CUSTOMER ORDER TERMS AND CONDITIONS

- 1. INSTALLATION: Digital Corporation shall install all required materials, tools, equipment and labor necessary to install the "Equipment" in the premises located by the Customer... 2. CUSTOMER OBLIGATIONS: The Customer shall provide all of the services on the date of delivery of the Equipment... 3. PURCHASE OPTION: If the Customer chooses the purchase option... 4. LEASE OPTION: If the Customer chooses the lease option... 5. WARRANTY: Digital hereby warrants all of the Equipment to be free from defective parts and accessories... 6. MAINTENANCE: Digital shall provide such services and repairs as are reasonably necessary to keep the Equipment operating in good order... 7. CANCELLATION CHANGE: If all or a portion of this order is cancelled prior to the commencement of installation... 8. SECURITY INTEREST: Digital hereby retains title to the Equipment... 9. ASSIGNMENT: The Customer may not assign its rights or obligations under this Agreement... 10. NOTICE: Any notice or request to a party hereunder shall be hand delivered or mailed by first-class mail... 11. WAIVER: No failure by either party to fulfill any obligation... 12. SEVERABILITY: If any provision of this Agreement is held to be unenforceable... 13. FORCE MAJEURE: The time of any delay or interruption of service... 14. TRAINING SERVICES: Digital shall provide group training of Customer's employees... 15. GENERAL: This is a full and complete agreement...

APPENDIX 8

EQUIPMENT SCHEDULE

Table with columns: QUANTITY, MODEL, DESCRIPTION. Lists various equipment items like AVAYA IPO IP500 V2 CONTROL UNIT, POLYCOM SoundStation IP6000(SIP) Conference Phone, etc.

MAINTENANCE TERMS AND CONDITIONS

- SERVICE AND MAINTENANCE (If Option Selected): DIGITEL will maintain the described equipment... 1. SERVICE AND MAINTENANCE PROVISIONS: A. DIGITEL shall provide such services and repairs as are reasonably necessary... B. DIGITEL shall respond to normal malfunction in the Equipment within twenty-four (24) hours... C. DIGITEL shall respond to emergency service calls... 2. ACCESS TO PREMISES: Customer grants DIGITEL and agrees to assist DIGITEL in obtaining full access... 3. CUSTOMER'S REMEDIES; LIMITATION OF LIABILITY: IN THE EVENT OF DIGITEL'S MATERIAL BREACH OF THIS AGREEMENT... 4. EXCLUSIONS FROM SERVICE: Parts and items of, and add-ons to the Equipment which have been abused, willfully or accidentally... 5. UNAUTHORIZED SERVICE: Unauthorized personnel making changes to the Equipment or attempting service on said Equipment... 6. DEFAULT: DIGITEL shall no longer be required to perform any maintenance hereunder if the Customer is delinquent in payments... 7. UNCONTROLLABLE CIRCUMSTANCES: If the performance by DIGITEL of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, strike, explosion, war or any other cause beyond the control of DIGITEL...

REMOTE MONITORING (If Option Selected): If Proactive Monitoring Option is selected, Digital shall provide a device on customer premises for the purpose of installing alarm conditions. Such device will be for the sole purpose of these alarms and owned by Digital.

Rev 8/11

Rev 8/11



CUSTOMER ORDER and MAINTENANCE SERVICE AGREEMENT

- SALES AND INSTALLATION AGREEMENT
LEASE
NEW EYELET
MAJOR MAINTENANCE
CRIP SWP

MAINTENANCE TERMS AND CONDITIONS

SERVICE AND MAINTENANCE (if Option Selected)

DIGITEL will provide the described equipment listed within equipment schedule, in good work condition and repair, and will furnish all parts and labor at no cost to the Customer except as set forth under SERVICE FEES AND ADDITIONAL CHARGES above

1. SERVICE AND MAINTENANCE PROVISIONS

- A. DIGITEL shall provide such service and repairs as is reasonably necessary to keep the Equipment operating in good order
B. DIGITEL shall respond to normal malfunction in the Equipment within twenty-four (24) hours after notification.
C. DIGITEL shall respond to emergency service calls (defined as total failure of the system) within four (4) hours after notification.

DIGITEL's maintenance obligations under this paragraph include labor and parts required to repair or replace Equipment, excluding software, which has become inoperative through normal wear and usage, and does not include additional labor, relocation or removal of equipment, replacement or repairs of parts lost, stolen or damaged other than by causes arising out of ordinary use of the Equipment.

2. ACCESS TO PREMISES

Customer grants DIGITEL, and agrees to aid DIGITEL in obtaining full access to the premises of the Customer, in connection with DIGITEL's performance of its obligations under this Agreement.

3. CUSTOMER'S REMEDIES; LIMITATION OF LIABILITY

IN THE EVENT OF DIGITEL'S MATERIAL BREACH OF THIS AGREEMENT, CUSTOMER MAY CANCEL THIS AGREEMENT. THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER, AND DIGITEL SHALL IN NO EVENT BE LIABLE FOR ANY GENERAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S FAILURE TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR FROM ANY OTHER CAUSE.

4. EXCLUSIONS FROM SERVICE

Parts and items of, and additions to the Equipment which have been abused, willfully or accidentally, or have been neglected, or have been damaged by Act of God or by fire, lightning or explosion, or by any other cause other than a DIGITEL service person, are excluded from this Agreement, and DIGITEL shall not be responsible therefor. Repairs required as a result of any of the foregoing shall be made by DIGITEL upon request from Customer, at DIGITEL's then current cost.

5. UNAUTHORIZED SERVICE

Unauthorized personnel making changes to the Equipment or attempting service on said Equipment shall void this contract

6. DEFAULT

DIGITEL shall not be required to perform any maintenance hereunder if the Customer is delinquent in payments provided herein for a period of more than ten (10) days. In the event of a material breach of this Agreement, other than failure to make the exclusive remedy available hereunder, should the Customer seek relief under the Bankruptcy laws of the United States, or should a receiver be appointed for the Customer, the Customer's interest in this contract or any part thereof shall not be assignable or transferable by operation of law.

7. UNCONTROLLABLE CIRCUMSTANCES

If the performance by DIGITEL of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, strike, explosion, war or any other cause beyond the control of DIGITEL, DIGITEL shall be excused from such performance to the extent that it is prevented, hindered, delayed or otherwise made impracticable. Upon the occurrence of any such events, DIGITEL shall use its reasonable efforts to notify the Customer of the nature and extent of any such condition.

8. GENERAL

This Agreement shall be governed by the laws of the State of Georgia. Customer may not assign its rights or delegate its obligation under this Agreement without the written consent of DIGITEL. This Agreement represents the entire Agreement between DIGITEL and Customer with respect to the maintenance of the Equipment and supersedes any prior Agreement and negotiation between the parties.

REMOTE MONITORING (if Option Selected)

If Proactive Monitoring Option is selected, Digitel shall provide a device on customer premises for the purpose of initiating alarm conditions. Such device will be for the sole purpose of the alarm and owned by Digitel. If not selected in conjunction with Assurance, Maintenance, remedy and resolution of alarms will be billed under current Digitel prevailing rates for both meter(s) and labor.

COMPANY: City of Mountain Brook
ADDRESS: 3928 Montclair Road
CITY: Mountain Brook, AL 35213
CONTACT: Steve O'Dell, (205) 802-3820

TOTAL INSTALLED PRICE: \$408.89
REQUESTED CUTOVER DATE:
TERMS OF PAYMENT FOR LEASE: MONTHLY PAYMENT \$/A

DIGITEL HEREBY AGREES TO SELL OR ARRANGE A LEASE OF THE FOLLOWING EQUIPMENT AND SERVICE LISTED ON THE EQUIPMENT SCHEDULE FOR THIS PROJECT AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE CUSTOMER ORDER TERMS AND CONDITIONS.

ASSUREMENT MAINTENANCE: [ ] ACCEPTED [X] DECLINED
PROACTIVE MONITORING: [ ] ACCEPTED [X] DECLINED
COVERAGE OPTION: [ ] 6MS [X] 24X7 DURATION: 1 YRS MONTHLY AMOUNT: \$

TOTAL DUE FOR SET UP & ONE YEAR MAINTENANCE: \$
PERIOD COVERED FROM: MONTH L

Multitech Support Contract covers listed equipment located at 3928 Montclair Road and 88 Office Park Circle, Suite 200 in Mountain Brook, Alabama. Terms are 100% due with contract.

CUSTOMER HAVING CAREFULLY READ ALL PROVISIONS OF THIS AGREEMENT AS CONTAINED ON THE FRONT AND BACK SIDE OF THIS AGREEMENT ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT AND ANY SCHEDULES MADE A PART HEREOF WHICH ARE THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES AND THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AGREED UPON...

DIGITEL CORPORATION
ADDRESS: 2800 SCHOOL DRIVE, ATLANTA, GA 30350
DATE: 12/10/2011
CUSTOMER: City of Mountain Brook
BY: Lawrence T. O'dell

EQUIPMENT SCHEDULE

Table with columns: QUANTITY, MODEL, DESCRIPTION. Row 1: 1, MLT-FF430EW1, Multitech EXT WARRANTY for FF. Row 2: 3, MLT-MVP130FXSEW1, Multitech EXT WARRANTY for MVP130-FXS.

CUSTOMER ORDER TERMS AND CONDITIONS

- 1. INSTALLATION: Digitel Corporation shall furnish all required materials, tools, equipment and labor necessary to install the Equipment in the premises owned by the Customer...
2. CUSTOMER PREPARE: The Customer shall prepare the site...
3. PURCHASE OPTION: If the Customer chooses the purchase option then the following shall apply...
4. LEASE OPTION: If the Customer chooses the lease option, then the following shall apply...
5. WARRANTY: Digitel hereby warrants all of the Equipment to be free from...
6. MAINTENANCE: Digitel shall provide such service and repairs as is reasonably necessary to keep the Equipment operating in good order...
7. CANCELLATION CHARGE: If all or a portion of the equipment is not installed...
8. SECURITY INTEREST: Digitel hereby retains title to the Equipment...
9. RECONTRACTING: Digitel may recontract any and all of the work to be performed under this Agreement...
10. ASSIGNMENT: The Customer may not assign its rights or obligations under this Agreement...
11. NOTICE: Any notice or payment to a party hereunder shall be sent...
12. WARNER: He hereby agrees to hold harmless the other party...
13. DEFAULT REMEDIES: Upon the occurrence of a default in the performance of any obligation...
14. TAXES: Prices and charges shown on the front of this Agreement...
15. RISK OF LOSS: The risk of loss, damage or destruction to or of the Equipment shall be borne by the customer...
16. TRAINING SERVICES: Digitel may provide ground training at Customer's expense...
17. GENERAL: This is the entire agreement between the parties...

APPENDIX 8

Steve Boone

From: Steve O'Dell  
Sent: Thursday, December 06, 2012 1:47 PM  
To: Steve Boone  
Cc: Steve O'Dell  
Subject: Station 3 conduit

In preparation for the move to the new building, we are going to have to make some adjustment in the way our network is connected. When we moved to the temporary locations, we were forced to connect the backup 911 site at Fire Station 3 (Old Leeds Rd) with copper cables from ATT and Inline Corp. We could not use the microwave link that we were using, because the new temporary locations did not have a line-of-site view of each other or any microwave tower to bounce the signal.

We just finished bidding all of our network services and ATT won that bid. ATT will now be the company that helps us move all of our data and phone lines to the new building when we make the move. Now that we will be setting up our permanent network connection, we need to correct the connection to Fire Station 3 and the 911 center. The T1's that we use now have a monthly cost of about \$2,400. Installing a fiber connection to replace those T1's will cost about \$1,375 per month. There is some buildup that has to happen at station 3 to get the fiber wires into the building.

We have contacted Stone & Sons to give us a quote on doing the trenching and conduit installation to allow ATT to install the fiber into Fire Station 3. As you can tell from the monthly cost difference, we will recoup the one-time cost of the buildup very quickly and save quite a bit of money going forward. Also, fiber is a better medium for the data (much faster and less prone to lightning strikes).

Steve O'Dell  
City of Mountain Brook IT Dept.  
Office: 205-802-3820  
Cell: 205-913-3176  
Fax: 205-874-0610  
Email: [godells@mtnbrook.org](mailto:godells@mtnbrook.org)





Electrical Contractors, Inc.

December 5, 2012

Mr. Steve Odell  
56 Church Street  
Mountain Brook, Al. 35213

RE: Fire Station #3 Fiber Optic Conduit.

Dear Steve,

We are pleased to submit our proposal for the above mentioned project. Our proposal is based on our job site visit and the following.

- Furnish and install a 2" PVC conduit from the existing telephone pedestal to the building.
- Run a 2" galvanized rigid steel conduit up the exterior of the building to height above the interior ceiling. Penetrate the exterior wall and convert the conduit to a thin wall metal conduit. Extend the conduit above the ceiling to the new telephone backboard.
- Saw cut and patch asphalt drive from building to the existing telephone pedestal as required.
- Trenching and back fill as required.
- Trenches under paved areas will be backfilled with stone.
- Dirt spoils will be disposed of offsite.
- Coordination with AT&T.
- Fiber optic cable and terminations furnished and installed by others.
- Erosion control as required.

Exclusions:

- Rock excavation
- Bond
- Painting of conduit.
- Utility charges if applicable

The total cost for the above mentioned work is \$5,315.00

Should you have any questions or if we can be of further service please do not hesitate to call.

Sincerely,

*Daniel Jones*  
 Daniel Jones  
 Project Manager

2530 Queenstown Road • Birmingham, AL 35210 • Office: (205) 833-8494 • Fax: (205) 833-9394

APPENDIX 9

**EXTENSION OF LEASE AGREEMENT**

This is an Extension of the Lease Agreement ("Extension") originally executed by and between the CITY OF MOUNTAIN BROOK, ALABAMA (the "City") and the MERKOS L'INYONIE CHINUCH OF ALABAMA ("Chaba'd of Alabama" or "Chaba'd") granting, under the terms of the original lease ("Lease"), the City the right to use Chaba'd's parking lot on Overton Road. The Lease was originally executed by the parties on August 11, 2003 and was renewed as provided for in the Lease. The current term is scheduled to terminate on December 31, 2012. By and through this Extension, the parties agree to extend the terms and conditions of the Lease for an additional period of three successive terms of one year each, to commence on January 1, 2013.

This Extension is granted on the condition that the parties shall comply with all terms and conditions of the original Lease, which remain in full force and effect, and are not modified, altered, or amended in any manner by this Extension except for the term.

This Extension, in conjunction with the original Lease and all amendments thereto, sets forth the entire agreement between the parties. The Lease, as extended and supplemented, shall not be altered or modified except by a written memorandum signed by the parties.

DATED this 1<sup>o</sup> day of December, 2012.

CHABA'D OF ALABAMA

By: [Signature]

Its: Director

THE CITY OF MOUNTAIN BROOK

By: [Signature]

Its: Mayor

APPENDIX 10

2012-215



December 7, 2012

Captain Greg Hagood  
Mountain Brook Police Department

Re: Carrier Donor and Interference Study for Mountain Brook Municipal Complex

Allcomm Wireless has been working closely with Lee Moore of 911 Consult, Inc. in order to provide the city of Mountain Brook with an engineered indoor BDA/DAS system to enhance the Motorola, SoLine, and Verizon carriers that are currently in use by the police and fire departments. Due to the aesthetic concerns and limitations of antenna placement and the very close proximity of a cellular tower, a RF study as outlined below is recommended.

**Donor Signal/Interference Study**

The primary goal for this RF study is to perform a rooftop study of the Mountain Brook Municipal Complex for the purposes of attaining donor signal for an in-building distributed antenna system.

If approved, Allcomm will conduct spectrum analyzer studies on multiple roof locations to determine the following:

- Donor antenna location that is optimal from a donor signal strength and signal quality standpoint
- If any nearby cell sites (existing multi-carrier tower on the property) will cause interference to the solution based on antenna proximity and potential channel adjacency

**Assessment and Recommendations**

Allcomm will provide a donor signal quality assessment for each rooftop candidate and provide recommendations for:

- Rankings of rooftop candidates
- Preferred donor sites based on carrier requirements
- Additional or custom equipment requirements for a DAS solution on premise (if needed)
- Any other possible barriers to placing a repeater based solution on premise

4116 1<sup>ST</sup> AVE NORTH BIRMINGHAM, AL. 35222 PHONE 205-591-8804 FAX 205-595-7642

**Assumptions**

This proposal includes the following assumptions:

**Labor**

- Site walk can be conducted during normal work hours.
- All work must be scheduled in advance with customer and facilities management.

**Access and Security**

- Customer will provide access to multiple rooftop locations for the purposes of comparison

**Technical**

- Allcomm will be providing a study of the current carriers in use on the proposed DAS solution, including Southern Linc, Motorola SmartZone, and Verizon.
- Allcomm will also briefly analyze the carriers currently on the tower: AT&T, Sprint, and T-Mobile, to be proactive in the event that the city switches to a different carrier in the near future in an effort to "future proof" the initial design

The following is required before the data collection or design survey can begin:

- Customer points of contact that can provide sufficient information and approvals on equipment location, electrical power, labor requirements, cabling requirements, and all other essential building detail

**Total Amount for Data Collection, Post Processing, and Engineering \$5800.00**

If the project is awarded to Allcomm Wireless, fifty percent of the cost of the study will be credited towards the final investment in this system.

Sincerely,

*Kyle Campbell*

Kyle Campbell  
Service Manager  
Allcomm Wireless Inc.

*Rich VanBerschoot*

Rich VanBerschoot, CET sr  
Field Service Technician  
Allcomm Wireless, Inc.

4116 1<sup>ST</sup> AVE NORTH BIRMINGHAM, AL. 35222 PHONE 205-591-8804 FAX 205-595-7642

STATE OF ALABAMA)  
JEFFERSON COUNTY)

SPECIAL SERVICE AGREEMENT # \_\_\_\_\_

Project No. \_\_\_\_\_

Service No. \_\_\_\_\_

THIS AGREEMENT, made and entered into this 10th day of December, 2012, by and between The Water Works Board of the City of Birmingham, an Alabama public corporation, hereinafter called "WATER WORKS BOARD" and MOUNTAIN BROOK MUNICIPAL COMPLEX, hereinafter called the "CUSTOMER".

WITNESSETH

WHEREAS, the CUSTOMER desires the right to receive water service for fire protection from a six-inch (6") diameter service connection to the street main of the WATER WORKS BOARD as shown on diagram hereto attached and made a part hereof, and located as follows:

In Hoyt Street approximately 200' northeast of Oak Street in Mountain Brook, Alabama; and

WHEREAS, the WATER WORKS BOARD is willing to provide water through a service connection for fire protection to the CUSTOMER'S premises subject to and

2012-217

conditioned upon the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is hereby mutually agreed as follows:

FIRST: The rights of the CUSTOMER under this agreement shall, at all times, be subject to the schedule of rates and the rules and regulations governing services to CUSTOMERS in effect upon execution of this agreement or which may be adopted at any subsequent time by the WATER WORKS BOARD, with or without advance notice to the CUSTOMER.

SECOND: The CUSTOMER shall furnish, install and maintain in good working order, at the CUSTOMER'S sole expense, a backflow prevention assembly and/or a detector device of a design specifically designated and approved by the WATER WORKS BOARD, when deemed necessary, and in the sole judgement of the WATER WORKS BOARD, on the service pipe at a location to be selected by the WATER WORKS BOARD. The backflow prevention assembly and/or detector device shall be subject to the control and inspection of the WATER WORKS BOARD at any time, with or without prior notice to the CUSTOMER.

THIRD: All pipes and appurtenances located within the CUSTOMERS premises, including the connection and/or service pipe in the street or right-of-way shall be free of leakage and maintained in good condition as specified by the WATER WORKS BOARD by and at the expense of the CUSTOMER.

FOURTH: The WATER WORKS BOARD, by its representatives, shall have the right to enter the premises of the CUSTOMER, with advance notice, at any time, for the purpose of making such inspections as deemed necessary, to attach any testing device or use any means deemed necessary to ascertain the condition of the service pipe and appurtenances and the uses thereof.

FIFTH: The service control valve (street valve) on the service pipe installed by the WATER WORKS BOARD at the WATER WORKS BOARD'S street main shall be opened and closed and be under the sole control of WATER WORKS BOARD personnel only, excepting during times of fire when it shall be under the control of the Chief of the Fire Department. If said valve is operated by personnel other than the WATER WORKS BOARD or the fire department, the WATER WORKS BOARD shall have the right, and is hereby authorized, to shut off and/or if deemed necessary, disconnect said service pipe from the street main of the WATER WORKS BOARD, at the expense of the CUSTOMER, until all measures deemed necessary in the sole opinion of the WATER WORKS BOARD have been taken by the CUSTOMER to comply with the terms and conditions of this agreement.

SIXTH: All fixtures and openings (other than the controlling valves on the service pipes) shall be kept closed and sealed and not opened or used except during time of fire or for testing purposes. Upon the extinguishment of each fire, the CUSTOMER shall immediately notify the WATER WORKS BOARD.

SEVENTH: The WATER WORKS BOARD will bill the CUSTOMER for water used other than for fire protection purposes within the service system. Such usage is unauthorized usage under this agreement, and billing for such unauthorized usage by the WATER WORKS BOARD pursuant to this paragraph shall not be deemed as consent to such unauthorized usage. If such unauthorized usage, including testing of the system, exceeds an amount determined by the WATER WORKS BOARD, in its sole discretion, to be acceptable, the WATER WORKS BOARD may terminate this agreement due to such unauthorized usage.

EIGHTH: Under this agreement, CUSTOMER is to receive, but only at times of fire on CUSTOMER'S premises, such supply of water as shall then be available and no other

or greater. The WATER WORKS BOARD shall not be considered in any manner as insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The WATER WORKS BOARD, its officers, employees, agents and representatives, shall be free and exempt from any and all liabilities, losses, demands, costs, expenses or claims for damages on account of any injury to property or persons arising or resulting from CUSTOMER'S use of the service pipe or CUSTOMER'S acts or failure to act with respect thereto, or the use of the service pipe by third person or the acts or failure to act by third persons with respect thereto. CUSTOMER hereby agrees to indemnify and hold the WATER WORKS BOARD, its officers, employees, agents and representatives, harmless from any and all costs, liability, and claims for damages sustained by any persons or their property or which may be claimed to have been sustained by any persons or their property arising or resulting from CUSTOMER'S use of the service pipe or CUSTOMER'S acts or failure to act with respect thereto. The WATER WORKS BOARD does not warrant or covenant that a sufficient or adequate supply of water shall be available to customer at any time whatsoever during the term of this agreement.

NINTH: The CUSTOMER does not contemplate uses of water other than for fire protection. If a supply of water for use other than extinguishment of fire and/or testing is desired, said supply of water shall be taken only through a domestic service line separately connected to the street main of the WATER WORKS BOARD and shall not be connected directly or indirectly with the fire service pipe installed or operated under the terms of this agreement.

TENTH: The CUSTOMER shall furnish to the WATER WORKS BOARD, on request, accurate drawings showing the pipes, valves, hydrants, pumps, storage tanks and appurtenances connected to or supplied from said service pipe. Such drawings must also show any other water supply and pipelines and appurtenances which may exist on the premises, with the specific

APPENDIX 12

understanding and agreement that there be no physical connection between such other water supply. The CUSTOMER shall furnish the WATER WORKS BOARD, on request, for review, prior to installation, accurate drawings of any proposed changes, alterations, additions or deletions to the initial fire protection system.

ELEVENTH: The WATER WORKS BOARD may discontinue or disconnect said service pipe and terminate this agreement, with notice, for CUSTOMER'S failure to pay any bill when due or any violation of any of the terms and conditions of this agreement, or for any violation of its rules and regulations. The WATER WORKS BOARD may shut off all or any part of its distribution system and/or disconnect the said service pipe when deemed necessary by the WATER WORKS BOARD for the purpose of making any repairs or alterations, and such right may be exercised without any abatement of charge agreed herein to be paid by the CUSTOMER.

TWELFTH: This agreement shall be in force and shall continue as long as all terms and conditions stated herein are complied with or until cancelled by either party giving ten (10) days prior written notice.

THIRTEENTH: In the event of the employment of any attorney(s) by either party hereto due to the violation of any of the provisions of this agreement, the prevailing party shall be entitled to recover from the other party, the prevailing party's costs and expenses, including reasonable attorney's fees.

FOURTEENTH: CUSTOMER shall not assign, or transfer this agreement or any interest or right herein without the prior written consent of the WATER WORKS BOARD.

FIFTEENTH: No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this agreement shall be deemed to be a waiver of any other breach of the same or any

other term, condition, or covenant herein.

SIXTEENTH: The parties agree that this agreement shall be governed and construed by the laws of the State of Alabama.

SEVENTEENTH: In the event that any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

EIGHTEENTH: The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties hereto may have by law, statute, ordinance or otherwise.

NINETEENTH: This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the subject matter within it.

TWENTIETH: All notices required under this agreement shall be deemed made upon the deposit of such notice, properly addressed, in the United States mail, certified and with return receipt requested, to the parties herein listed as "WATER WORKS BOARD" and "CUSTOMER."

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first above written.

WITNESS: MOUNTAIN BROOK MUNICIPAL COMPLEX

Ellen Boone Ann Horton  
Title City Manager  
Tax ID or Social Security Number 63-6001325

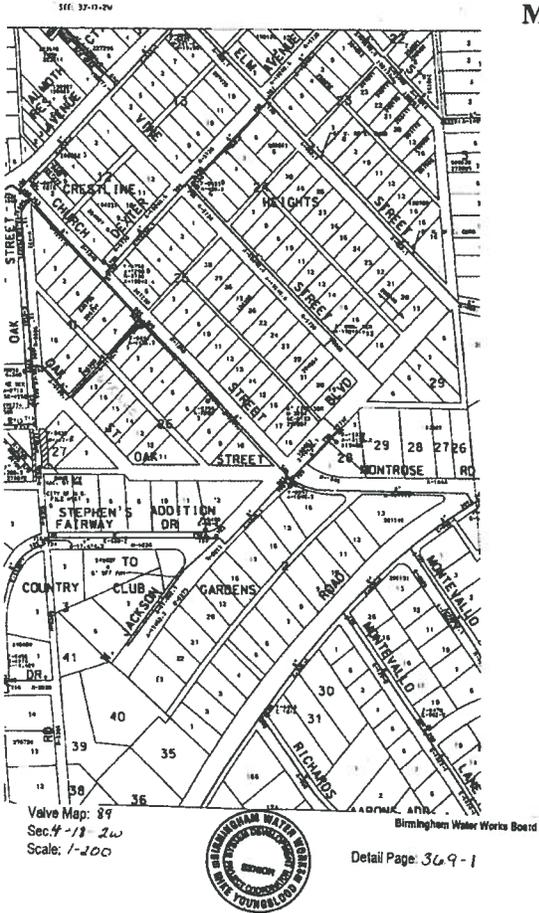
WITNESS: THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

Assistant General Manager

APPENDIX 12

APPROVED

WITNESS: Robert [Signature]  
(Chief of Fire Department)  
Mountain Brook Fire Department



connection. The customer will be responsible for providing a 15-amp/120-volt/single phase power source, a ground fault interrupt (GFI) and a disconnect at site, prior to the Water Board making the domestic water fire connection tap(s). All electrical work must adhere to the "latest edition" of the National Electric Code (NEC). This power source will be connected to each of the Water Board's magnetic flow meter assemblies.

Should you have questions or need general information regarding the installation of a Board-furnished magnetic flow meter assembly, please contact the Board's Meter Department at (205) 244-4312 or (205) 244-4314.

The customer will be responsible for the installation of a sump pump in the event the natural drain system installed for the domestic service vault and/or fire service vault, or "combined" service vault does not allow for proper drainage. The Water Board will require a vault, which does not properly drain, to be corrected in a timely manner upon notification.

The customer will be responsible for killing all existing and temporary services to property simultaneously with the installation of any new services connections by the Water Board. Any existing services and any temporary services must be killed at the main, and Water Board personnel must inspect any killed services prior to backfill (see exception). The customer will be required to pay the "actual cost" to kill any existing services and any temporary services at the property. This cost is included in the aforementioned total estimated cost of the project. In addition, any existing service to be removed by the customer must be approved by the Water Board's Meter Department and brought up to current Water Board standards.

Activation of the fire service line (by opening the valve at the service connection to the Board's main) shall be by Water Works personnel only. When you wish to have the system placed in service for testing purposes or for permanent operation, contact our Backflow Department at (205) 244-4255 or 244-4251.

Installation of the service connection will be placed in our work schedule as soon as we receive the properly executed Agreements, along with one signed copy of this letter and the advance deposit. We do not anticipate completion of this service connection in less than 90 to 120 working days following our receipt of these items.

Your signed acceptance to the terms and conditions of this letter will serve as the Water Board's verification that you are aware of these conditions.

If you have any questions, please call Mr. Michael Youngblood, Supervisor - Backflow Prevention and Large-Diameter Service, at (205) 244-4256; or you may reach him via email at [mike.youngblood@wrwb.com](mailto:mike.youngblood@wrwb.com).

Very truly yours,  
*M. Youngblood*  
Douglas W. Stockham IV, P.E.  
Manager - System Development

MWY/ep  
Enclosures

**ACCEPTANCE:**

Terms and conditions of this letter are accepted and agreed upon this 10th day of December, 2012.

**MOUNTAIN BROOK MUNICIPAL COMPLEX**

By: Sam Boston 12/10/12  
Signature Date  
Sam Boston  
Please Print Your Name Here  
Title: City Manager  
03-6001325  
Tax ID or Social Security Number

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G:\Engineering & Maintenance Division\System Development\AP2012 DOCUMENTS\COVER LETTERS\YOUNGBLOOD\City of Mt Brook cv to 6 inch fire ep rev agent 12.2.12.doc

December 5, 2012



THE BIRMINGHAM WATER WORKS BOARD

Mountain Brook Municipal Complex  
ATTENTION: Mr. Steve Boone  
54 Church Street  
Mountain Brook, AL 35213

Dear Mr. Boone:

Enclosed are three copies of a Special Service Agreement and two copies of this Letter of Authorization covering the installation of a six-inch (6") fire service connection and one (1) fire hydrant which will serve the Mountain Brook Municipal Complex in Hoyt Street, northeast of Oak Street, located in the City of Mountain Brook, Alabama.

The estimated cost to install this service connection is \$10,900.00. Of this amount, \$2,500.00 is for the trapping sleeve and valve and \$5,900.00 is the estimated cost of the magnetic flow meter assembly. The remaining \$2,500 is the estimated cost of the installation of the fire hydrant. We will honor this estimate for a period of 90 days following the date of this letter, after which time the estimated cost is subject to change.

Also enclosed is a current list of Water Board contractors. You may contract with one of these contractors for the installation of the fire service line, including the Board-furnished magnetic flow meter assembly. This work is located between the Water Board tap and the fire service vault. The Water Board will furnish all materials between the tap and the magnetic flow meter assembly. The Water Board's Meter Department shall issue all such materials for the project.

Please have the proper official of the Mountain Brook Municipal Complex sign each copy of the Special Service Agreement, have only their signatures witnessed, and return all copies of the Agreement to us, along with one copy of this Letter of Authorization signed by the proper official of your organization, and a check in the amount of the estimated cost. We will complete the execution of the Agreement on behalf of the Water Board and return one copy to you for your records. You may retain the duplicate copy of this letter for your records.

A deposit in the amount of the estimated cost, your signed acceptance of the terms and conditions of this letter, and the return of the properly executed Agreements will serve as the Water Board's authorization to do the work. The advance deposit will be adjusted to actual cost plus overhead after construction is completed. In the event the adjusted cost is less than the deposit, the Water Board will refund the difference. If the adjusted cost is greater than the deposit, you must make an additional payment to the Water Board in the amount of the difference.

The Board will require that a Double Check Valve backflow preventer be installed on the proposed fire service line. This device shall be installed on the consumer's premises as close to the property line as practicable. The Double Check backflow preventer must be constructed essentially as shown on the drawing titled, "Double Check Backflow Preventer, Typical Installation for 2-1/2" and Larger," contained in the enclosed Backflow Prevention Booklet.

The Board will also require that a Reduced Pressure Zone backflow preventer also be installed on the proposed and/or existing domestic service line. This device shall be installed on the consumer's premises as close to the property line and meter setting as practicable. The water piping system should be designed upon a working pressure gradient of 1,889' above mean sea level.

On return of this Letter of Authorization, please furnish the Board with the fire flow demand for the proposed fire service: Fire flow demand \_\_\_\_\_ GPM at \_\_\_\_\_ PSI.

The Water Board has implemented the installation of a magnetic flow meter on each domestic service and fire service

**DEVELOPER-INSTALLED CONTRACTOR LIST**

- |  |   |
|--|---|
| B & H Contracting, Inc.<br>2610 Cone Drive<br>Birmingham, AL 35217<br>Contact: Wade Bennett<br>Phone: (205) 841-6010<br>Fax: (205) 841-3434<br>Email: <a href="mailto:wade@bhcontracting.com">wade@bhcontracting.com</a>   | Jones Utility and Contracting Company<br>2509 Cone Drive<br>Birmingham, AL 35217<br>Contact: Ricky Jones<br>Phone: (205) 849-3515<br>Fax: (205) 849-3517<br>Email: <a href="mailto:jonesutilityco@bellsouth.net">jonesutilityco@bellsouth.net</a>                   |
| Reird Contracting Company, Inc.<br>276 Soow Drive<br>Birmingham, AL 35209<br>Contact: Lewis Carrube<br>Phone: (205) 942-1095<br>Fax: (205) 942-1174<br>Mobile: (205) 365-4000<br>Email: <a href="mailto:lccarrube@bellsouth.net">lccarrube@bellsouth.net</a>   | Moore & Wallace, Inc.<br>P. O. Drawer "C"<br>Cook Springs, AL 35052<br>Contact: Mark Soow<br>Phone: (205) 338-2749<br>Fax: (205) 814-0023<br>Email: <a href="mailto:mooreandwallace@centurytel.net">mooreandwallace@centurytel.net</a>                              |
| Bama Utility Contractors, Inc.<br>925 North Finestill Road<br>Birmingham, AL 35217<br>Contact: Gavin Jones<br>Scott Burdette<br>Phone: (205) 849-7826<br>Fax: (205) 849-8245<br>Email: <a href="mailto:gajones@bamautility.com">gajones@bamautility.com</a><br>Email: <a href="mailto:scott@bamautility.com">scott@bamautility.com</a> | East Construction<br>P. O. Box 2072<br>Birmingham, AL 35211<br>Contact: John Wanhatalo<br>Phone: (205) 942-6888<br>Fax: (205) 942-6942<br>Email: <a href="mailto:jwanhatalo@eastconstruction.com">jwanhatalo@eastconstruction.com</a>                               |
| Brown Mechanical Contractors<br>3212 - 6 <sup>th</sup> Avenue, South<br>Birmingham, AL 35201<br>Contact: Mark Brittain<br>Phone: (205) 323-1585<br>Fax: (205) 323-4616<br>Email: <a href="mailto:jee@brownmechanical.com">jee@brownmechanical.com</a>  | REV Construction, Inc<br>Suite B<br>2201 - 11 <sup>th</sup> Street<br>Tuscaloosa, AL 35401<br>Contact: Grady Pugh<br>Phone: (205) 349-1850<br>Fax: (205) 349-1852<br>Email: <a href="mailto:grady@revco.com">grady@revco.com</a>                                    |
| Cherry Brothers, Inc.<br>P. O. Box 117<br>Pineola, AL 35126<br>Contact: Steve Cherry<br>Phone: (205) 681-7991<br>Fax: (205) 681-7992<br>Email: <a href="mailto:cherrybrothersco@bellsouth.net">cherrybrothersco@bellsouth.net</a>  | Russo Corporation<br>1421 Mims Avenue, S.W.<br>Birmingham, AL 35211<br>Contact: Cindy Johnson, Project Manager<br>Phone: (205) 923-4434<br>Fax: (205) 925-0665<br>Cell: (205) 335-0506<br>Email: <a href="mailto:cjohnson@russocorp.com">cjohnson@russocorp.com</a> |
| DRM Utilities<br>Suite 306 - 1101 Greensboro Avenue<br>Tuscaloosa, AL 35401<br>Contact: Don Murphree<br>Phone: (205) 752-7700<br>Cell: (205) 361-0553<br>Email: <a href="mailto:dow@drmutilities.com">dow@drmutilities.com</a>   | Southern Directional, Inc.<br>P. O. Box 81<br>Winnsboro, AL 35186<br>Contact: Tina Calina<br>Phone: (205) 419-5209<br>Fax: (205) 202-8839<br>Email: <a href="mailto:tina@directional.com">tina@directional.com</a>  |
| H. N. Donahoo Contracting Co., Inc.<br>520 - 1 <sup>st</sup> Avenue, North<br>Birmingham, AL 35204<br>Contact: Rick Dees<br>Phone: (205) 252-9246<br>Email: <a href="mailto:RDees@hndonahoo.com">RDees@hndonahoo.com</a>   | Starley General Contractors<br>Lot 1<br>2110 Mountain Gap Road<br>Blountville, AL 35031<br>Contact: Donna Starley<br>Phone: (205) 849-1790<br>Fax: (205) 849-1789<br>Email: <a href="mailto:starleyd@yahoo.com">starleyd@yahoo.com</a>                              |

THE WATER WORKS AND SEWER BOARD  
OF THE CITY OF BIRMINGHAM, ALABAMA

2 1/2" AND LARGER BACKFLOW PREVENTERS



WATER SERVICE CUSTOMERS:

YOU ARE REQUIRED BY THE BIRMINGHAM WATER WORKS BOARD TO HAVE A BACKFLOW PREVENTION ASSEMBLY INSTALLED ON YOUR SERVICE PIPING AS CLOSE TO THE METER SETTING AS PRACTICABLE.

PLEASE REFER TO YOUR COPY OF THE TAP ORDER FOR THE REQUIRED BACKFLOW ASSEMBLY. DRAWINGS AND DESCRIPTION OF PROPER INSTALLATION FOR EACH TYPE OF BACKFLOW PREVENTER ARE ATTACHED.

ALL ASSEMBLIES MUST BE TESTED IMMEDIATELY UPON INSTALLATION AND ANNUALLY THEREAFTER BY ONE OF THE CERTIFIED TESTERS APPROVED BY THE BIRMINGHAM WATER WORKS BOARD. THE CUSTOMER WILL BE NOTIFIED WHEN THE PREVIOUS TEST DATE HAS EXPIRED. FOR AN UPDATED LIST OF CERTIFIED TESTERS PLEASE CONTACT OUR CROSS CONNECTION CONTROL DEPARTMENT AT (205) 244-4255 OR (205) 244-4251.

THE CUSTOMER OR THE CERTIFIED TESTER HAS THE RESPONSIBILITY TO GET THE TEST AND MAINTENANCE REPORT TO THE CROSS CONNECTION CONTROL DEPARTMENT AT THE FOLLOWING EMAIL ADDRESSES:

chris.kilgo@bwwb.org

colyn.morgan@bwwb.org

justin.kickland@bwwb.org

YOU MAY ALSO FAX THE REPORTS TO (205) 244-4755 OR (205) 244-4751 OR YOU MAY MAIL A COPY TO THE FOLLOWING ADDRESS:

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

ATTN: CROSS CONNECTION CONTROL DEPARTMENT

3600 FIRST AVENUE NORTH

BIRMINGHAM, AL 35283

APPENDIX 12

**2 1/2" & Larger Backflow Preventers**

**NOTE:**

FIRE SERVICES FOUND ACTIVATED BY OTHER THAN WATER BOARD PERSONNEL WILL BE TERMINATED BY BOARD PERSONNEL AND ALL EXPENSES BILLED TO THE APPLICANT.

A TEMPORARY TURN ON FOR AN EIGHT (8) HOUR PERIOD FOR TESTING PURPOSES WITHOUT FINAL APPROVAL BY THE FIRE SERVICE INSPECTOR WILL BE GRANTED BY THE BOARD BY CONTACTING THE WATER BOARD INSPECTORS AT (205) 244-4255 OR (205) 244-4251.

WHEN READY FOR PERMANENT ACTIVATION OF THE FIRE SERVICE, THE APPLICANT OR AGENT MUST CONTACT THE WATER BOARD INSPECTORS AT (205) 244-4255 OR (205) 244-4251 FOR APPROVAL.

**INSTALLATION OF 2 1/2" & LARGER BACKFLOW PREVENTERS**

**INSTALLATION OF BACKFLOW PREVENTERS FOR FIRE AND DOMESTIC SERVICES**

Backflow prevention and detector assemblies as required by the Water Board shall be installed on the customer's service piping and situated on the premises as close to the meter setting and property line as practicable. They shall be installed in the position as recommended by the manufacturer and should be protected from freezing. No intervening connections or by-passes shall be between the service connection and outlet side of the assembly except for by-pass meter piping on detector assemblies.

**DUAL CHECK VALVE:** This device shall not be buried in earth, but may be installed below ground in a vault or meter box so as to allow access for repair and maintenance. A positive shut off valve and union shall be adjacent to the inlet side of the device.

**DOUBLE CHECK VALVE:** This assembly shall not be buried in earth, but may be installed below ground in a vault provided the four test cocks are fitted with brass plugs. A positive shut off valve shall be on the inlet and outlet side of the assembly. Three ball valve test cocks shall be on the assembly and a fourth test cock shall be on the inlet side of the Number 1 shut off valve. A union or flange shall be adjacent to the inlet and outlet sides of the assembly. A minimum of 12" clearance shall be provided between the floor of the vault and the bottom of the backflow assembly.

**REDUCED PRESSURE ZONE:** Reduced pressure zone backflow prevention assemblies shall not be buried or installed in below ground vaults. This assembly shall be installed above ground and so located to prevent any relief or vent opening from being submerged at any time. When installed in above ground hot box there shall be drain outlets to the outside of the vault at grade level. The assembly shall be positioned in the hot box so the relief valve opening is a minimum of 12" above final grade. The drain outlet in the hot box shall be a minimum of four times the diameter of the relief valve opening on the assembly. A positive shut off valve shall be on the inlet and outlet sides of the assembly. Three ball valve test cocks shall be on the assembly and a fourth ball valve test cock shall be on the inlet side of the Number 1 shut off valve. A union or flange should be adjacent to the inlet side of the assembly.

When reference is made in this specification to the above references, standards, and specifications, it is understood that the latest revision thereof shall apply. The manufacturer should especially note that this part of the specifications applies to all items with additional requirements set forth for each type.

- > C15 Deformed and Plain Pile-Steel Bars for Concrete Reinforcement
- > C31 Making and Curing Concrete Test Specimens in the field
- > C39 Concrete Aggregates
- > C159 Compressive Strength of Cylindrical Concrete Specimens
- > C190 Portland Cement
- > C260 Air-Entraining Additive for Concrete
- > C694 Air-Entraining Additive for Concrete
- > C694 Chemical Admixtures for Concrete
- > AWS-D14 American Welding Society (AWS): Structural Welding Code (Reinforcing Steel)
- > ACI 318 Building Code Requirements for Reinforced Concrete
- > ACI 308 American Association of State Highway and Transportation Officials (AASHTO)

- > The underground walls shall be used to house 2 1/2" and larger backhoe inverters and shall be constructed of reinforced concrete or reinforced concrete block. The purpose of the walls is to protect the backhoe inverters assembly. The walls shall also provide adequate clearance for easy access for maintenance and testing.
- > The top of the walls will be 3" above finished grade.
- > Any site preparation required by the manufacturer of precast underground walls will need to be coordinated with the contractor/owner (i.e. base material preparation, compaction, etc.)
- > Each wall shall be designed and constructed to meet the applicable requirements of ASTM, AWS, and ACI reference listed in Section 1.2.1 of this specification.
- > Minimum dimensions/ tolerances are shown on the attached sheet.
- > The walls need for design shall consist of "Load", "Live", "Impact", and "Wind" (Hydraulic) Loads. These loads are described as follows:
- > Dead and Wind Loads

21 SERVICE CONDITIONS/DESIGN CRITERIA

20 PRODUCTS

- 14 PRODUCT DELIVERY
  - > Manufacturer shall coordinate with the owner/contractor concerning delivery and schedule. The manufacturer of precast concrete walls shall also coordinate the installation of their product with the owner/contractor.
- 15 GUARANTEE/WARRANTY
  - > Each wall shall be warranted against defects in material and workmanship for a period of 1 year after construction.

- 1.12 SPECIFICATIONS FOR BACKFLOW PREVENTER VAULTS
  - 1.12.1 QUALITY ASSURANCE
    - > The manufacturer shall furnish a certified certification to The Birmingham Water Works Board that all items were manufactured in full compliance with these specifications.
    - > Any and each future change in the design of the vaults SHALL be coordinated with another notified certification and new design drawing per Section 1.3 of this specification.
    - > The entire process of the manufacture of items to be furnished under this specification shall be open at all times to the inspection of The Birmingham Water Works Board Engineers or his/her designated alternate. All defects shall be corrected to his/her satisfaction or the material will be rejected. Approval at time of item inspection shall not prevent rejection if defects are subsequently discovered.
  - 1.12.2 REFERENCES, STANDARDS, SPECIFICATIONS
    - > American Society for Testing and Materials (ASTM):
      - > C694 Underground Pre-cast Concrete Utility Structures
      - > C900 Practices for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures
      - > C913 Pre-cast Concrete Water and Wastewater Structures
      - > C478 Pre-cast Reinforced Concrete Manhole Sections
- 1.10 GENERAL REQUIREMENTS
- 1.11 DESCRIPTION/SCOPE
- 1.12 QUALITY ASSURANCE
- 1.13 SUBMITTALS
  - > The manufacturer shall submit a design drawing for the specified walls which shall contain the following:
    - > Signature and dated stamp of a Professional Engineer registered in the State of Alabama.
    - > Design loads used (i.e. AASHTO H-10 traffic loading, etc.)
    - > Concrete compressive strength (i.e. 4000 psi @ 28 days, etc.)
    - > Grade of reinforcing steel (i.e. ASTM A-615 Grade 60, etc.)
    - > Number, size, and placement of ALL reinforcement used including corners and openings.
    - > Standard Design (i.e. assumed depth below grade of top of slab, depth below grade of water table, etc.)
    - > Location of all associated components (i.e. manhole tops, ramps, doors, etc.)
    - > Detailed drawing and design information on the fitting anchors.

1.12.2 SPECIFICATIONS FOR BACKFLOW PREVENTER VAULTS

2 1/2" & LARGER BACKFLOW PREVENTERS

1.10 GENERAL REQUIREMENTS

- 1.12 DEFINITIONS
  - > Manufacturer
  - > Producer and/or designer of underground pre-cast concrete walls
  - > Contractor
  - > Installer of underground pre-cast concrete walls or constructor of cast-in-place concrete and/or concrete block walls
  - > Owner
  - > Purchaser of underground pre-cast concrete, cast-in-place concrete, and/or concrete block walls

► **Live and Impact Loads**

The "Live" and "Impact" loads shall consist of a pedestrian load of 350 psf and a traffic load using AASHTO H-10 loading. Where the vault will be subject to heavy vehicular traffic, a loading of AASHTO H-20 shall be used. The "Live" and/or "Impact" load that produces the maximum shears and bending moments in the structure shall be the governing load case.

2.2 **DETAILS OF CONSTRUCTION**

The interior of each pre-cast vault shall contain the printed name of the manufacturer and vendor.

An access door will be provided and shall be Thompson THG-4A-316 or Biko sidewalk door type J-4AL single leaf (36 X 36) or approved equal. The door shall have a cut away recess for a padlock. Two inch diameter holes shall be cut into all four sides of the channeled frame to allow for drainage into the vault. The door leaf shall be 0.25" thick aluminum plate reinforced to 300 psf "Live" load. The access door shall be located flush with the walls edge and also centered over the meter, where applicable. The lids shall be rated for AASHTO H-10 loading and H-20 where applicable.

Manhole steps will be installed and shall be Normah No. R-1982-1 or approved equal on 15" centers.

The backflow prevention assemblies must be approved and meet the latest standards of A.S.S.E. Std. No. 1048, AWWA Std. No. C-51089, FM, UL Classified, and tested and certified under USC's Foundation for Cross Connection Control and Hydraulic Research.

The construction joint separating the top and bottom sections of the vault shall be located a minimum of 2 feet below grade. The joint shall be designed to prevent movement between the top and bottom sections of the vault.

The sump pit shall be installed in the corner opposite the access door. The dimensions of the sump pit shall be 12" in diameter and 4" deep.

The floor of the vault shall be sloped a minimum of 0.125" per foot downward toward the sump pit.

An opening shall be provided through the wall at floor level for drainage. A 3" drain pipe will be required for backflow preventers sizes 3" and smaller. Backflow preventers larger than 3" will require a 4" drain pipe.

Openings in the wall for piping shall be sealed with an appropriate sealant.

The exterior of reinforced concrete block vaults shall be water proofed with cement and hydroxide coatings.

The lifting anchors shall be properly designed and installed for both lifting and handling of the product pieces.

A minimum clearance of 8" shall be provided between the wall and the outer circumference of the hand wheel on the O.S.&Y. gate valve.

Manufacturers vault shall comply with ALL minimum dimensions contained on the attached drawings.

A copy of the Cross Connection Control and Backflow Prevention Policy Manual can be obtained from the Birmingham Water Works Board.

**APPROVED MANUFACTURERS OF BACKFLOW PREVENTER ASSEMBLY STRUCTURES**

**Prefabricated Concrete Vault Manufacturers**

(To be used for 2 1/4 inch and larger backflow preventers)

- a. **PAR-COM, L.L.C.**  
Phone: (205) 333-9716  
Contact: Paul Swaffley  
*Approved for submersed vaults with inside clear dimensions of 4' x 6' x 6' deep and 6' x 8' x 8' deep*
- b. **BARTOW PRECAST**  
Phone: (770) 322-6462  
Contact: John Chiles  
*Approved for submersed vaults with inside clear dimensions of 4' x 6' x 6' deep, 3' x 8' x 3'1/2' deep and 6' x 10' x 3' deep*
- c. **Engle Wholesale Supply, Inc.**  
Phone: (254) 233-1188  
1-800-328-9870  
Contact: Curtis Anderson  
*Approved for submersed vaults with inside clear dimensions of 4' x 6' x 6' x 3'1/2' deep and 3' x 8' x 3'1/2' deep*

**Prefabricated Insulated Cover Manufacturers**

(To be used for RP backflow preventers)

- a. **MOTBOX**  
Phone: (800) 726-6228  
Supplied by Spawdon Associates, Inc.  
Phone: (770) 447-1227
- b. **SAFE-T-COVER, INC.**  
Phone: (800) 243-6333
- c. **AQUA SHIELD**  
Phone: (800) 613-3339
- d. **G & C ENCLOSURES, INC.**  
Phone: (888) 733-6563

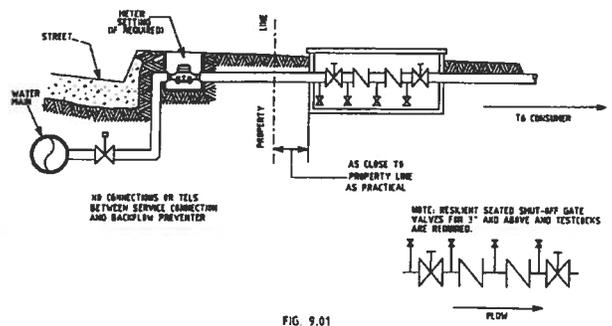
**Backflow Preventer Box Manufacturers**

(To be used for 2 inch and smaller backflow preventers)

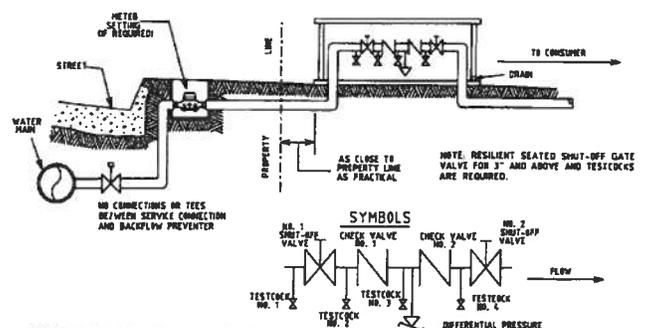
- a. **Cross Industries, L.L.C.**  
Phone: (800) 733-0266  
Supplied by H.D. Supply  
Phone: (202) 391-2046  
*Approved for BCF Backflow Meter Boxes*
- b. **Hubbell**  
Phone: (800) 346-2062  
Supplied by Calmar & Associates, Inc.  
Phone: (800) 671-7472  
*Approved for Quanta PG1736RA30 Boxes*
- c. **CDR Systems, Inc.**  
Phone: (800) 612-8510  
Supplied by Inman & Associates  
Phone: (202) 491-8100  
Contact: Danny Schuster  
*Approved for 17" x 30" and 13" x 30" straight wall boxes*

**TYPICAL BACKFLOW PREVENTION DEVICE INSTALLATIONS**

**DOUBLE CHECK VALVE ASSEMBLY (DCV) INSTALLATION**  
SEE SEC. 9.4



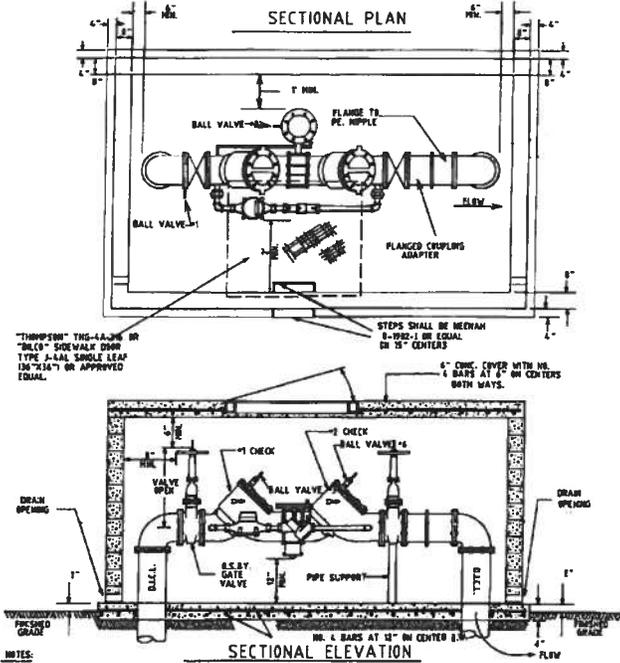
**REDUCED PRESSURE PRINCIPLE BACKFLOW ASSEMBLY (RP) INSTALLATION**  
SEE SEC. 9.5



DRAWINGS ARE NOT FOR COMMERCIAL REPRODUCTION THE BIRMINGHAM WATER WORKS BOARD

FIG. 9.11





- NOTES:
1. DETECTOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER ASSEMBLY MUST BE APPROVED AND MEET THE LATEST STANDARDS AS MANUFACTURED BY WATTS REGULATOR-HORNER'S SERIES, CONRAD-SERIES 804-704, C.E.A.O. SERIES, FENCO-MODEL NO. 875, HERSHEY-MODEL NO. 604-RPDA, AMES MODEL NO. 5040 RPDA OR AN APPROVED EQUAL ACCEPTED BY THE WATER BOARD.
  2. NO VALVES SHALL BE ON BY-PASS PIPING ASSEMBLY THAT WOULD PERMIT FLOW THROUGH THE 1/2" METER.
  3. THE 1/2" METER OR BY-PASS MUST READ IN CUBIC FEET AND WILL BE FURNISHED BY THE BIRMINGHAM WATER WORKS BO.
  4. DRAIN OUTLET SHALL BE FOR FURNISHING TIMES AREA OF RELIEF OPENING OF DEVICE.
  5. THE TYPE OF WALL CONSTRUCTION AND OUTSIDE FINISH FOR VALVES ARE OPTIONAL WITH OWNER. THE OBJECTIVES ARE PROTECTION FROM FREEZING FOR THE ASSEMBLY, ADEQUATE CLEARANCE AND EASY ACCESS FOR METER READING, TESTING AND MAINTENANCE.
  6. PREFABRICATED INSULATED COVERS FOR RP BACKFLOW PREVENTER ASSEMBLIES MAY BE SUBSTITUTED. REFER TO APPROVED MANUFACTURERS OF BACKFLOW PREVENTER ASSEMBLY STRUCTURES ON PAGE 6 OF THE ATTACHED SPECIFICATIONS.

DRAWINGS ARE NOT FOR COMMERCIAL REPRODUCTION 06 JUNE 2000

**BWVB Serving Area:**  
**Contractor Punchlist**  
**Backflow Prevention and Cross-Connection Control**  
**Public, Business and Residential**

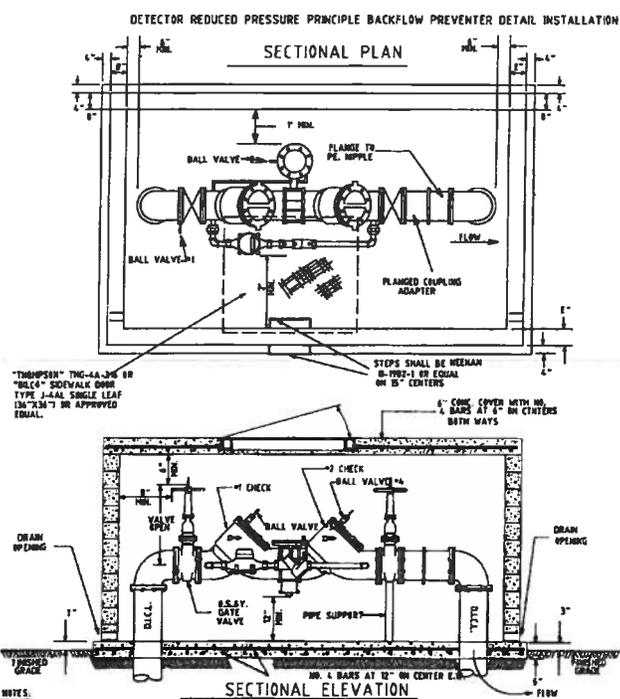
- Dedicated Fire Service**
- 0 1. BFP Type (Check in the notes) meets A.S.S.E., A.W.W.A., F.M., U.L. and UIC standards
  - 0 2. O.S. & V. or Butterfly Valves meet UIC, U.L. and F.M. fire protection approval
  - 0 3. 0 One Testcock on inlet side of 0 One Shut Off Valve. Brass plugs installed in all testcocks
  - 0 4. By-pass Assembly installed correctly
  - 0 5. 1/2" Meter on By-pass registering in cubic feet (Meter furnished and installed by BWVB personnel)
  - 0 6. Slidewire door covered over By-pass meter. BWVB approved 3/4" x 3/4" access hatch
  - 0 7. Slidewire door 1 1/2" on center and covered under sidewalk door
  - 0 8. Minimum clearance of assembly to walk or to Backflow Preventer 2" and smaller less
  - 0 9. Adjustable pipe joints installed under Backflow Preventer Assembly
  - 0 10. Sump pump installed and working properly. Sump pit 12 inches in diameter and 4 inches deep
  - 0 11. Drain installed correctly (PVC pipe extending 6" from walk into no less than 1 sq. ft. of cracked stone)
  - 0 12. No water in vault. Vault floor sloped 1/8" per foot toward sump and drain. (Do not grade floor)
  - 0 13. The interior of each pre-set vault shall contain the printed name of both the manufacturer and the vendor
  - 0 14. The top of the vault shall be 3 inches above finished grade
  - 0 15. Opening for the sump cover shall be ground with Porfined Concrete

- Domestic Service**
- 0 1. BFP Type (Check in the notes) meets A.S.S.E., A.W.W.A., F.M., U.L. and UIC standards
  - 0 2. Testcock Shut Off Valves for 3" and larger Backflow Preventers per AWWA C309
  - 0 3. Ball Valves for 2" and smaller devices
  - 0 4. 0 One Testcock on inlet side of 0 One Shut Off Valve. Brass plugs installed in all testcocks
  - 0 5. Minimum clearance of assembly to walk or to Backflow Preventer 2" and smaller less
  - 0 6. Acceptable Vault/Box construction. (BWVB approved 3/4" x 3/4" access hatch for walk)
  - 0 7. Slidewire door shall be 1 1/2" on center and covered under sidewalk door
  - 0 8. Adjustable pipe joints installed under 2" and larger Backflow Preventer Assemblies
  - 0 9. Sump pump installed and working properly. Sump pit 12 inches in diameter and 4 inches deep
  - 0 10. Drain installed correctly (PVC pipe extending 6" from walk into no less than 1 sq. ft. of cracked stone)
  - 0 11. No water in vault. Vault floor sloped 1/8" per foot toward sump and drain. (Do not grade floor)
  - 0 12. The interior of each pre-set vault shall contain the printed name of both the manufacturer and the vendor
  - 0 13. The top of the vault shall be 3 inches above finished grade
  - 0 14. (RPZ only) minimum drain opening in the enclosure, 4 times area of relief opening of device

The Water Works Board of the City of Birmingham  
 For inquiries contact Backflow Department at (205) 244-4255 or (205) 244-4251

Document not for commercial reproduction

APPENDIX 12



- NOTES:
1. DETECTOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER ASSEMBLY MUST BE APPROVED AND MEET THE LATEST STANDARDS AS MANUFACTURED BY WATTS REGULATOR-HORNER'S SERIES, CONRAD-SERIES 804-704, C.E.A.O. SERIES, FENCO-MODEL NO. 875, HERSHEY-MODEL NO. 604-RPDA, AMES MODEL NO. 5040 RPDA OR AN APPROVED EQUAL ACCEPTED BY THE WATER BOARD.
  2. NO VALVES SHALL BE ON BY-PASS PIPING ASSEMBLY THAT WOULD PERMIT FLOW THROUGH THE 1/2" METER.
  3. THE 1/2" METER OR BY-PASS MUST READ IN CUBIC FEET AND WILL BE FURNISHED BY THE BIRMINGHAM WATER WORKS BO.
  4. DRAIN OUTLET SHALL BE FOR FURNISHING TIMES AREA OF RELIEF OPENING OF DEVICE.
  5. THE TYPE OF WALL CONSTRUCTION AND OUTSIDE FINISH FOR VALVES ARE OPTIONAL WITH OWNER. THE OBJECTIVES ARE PROTECTION FROM FREEZING FOR THE ASSEMBLY, ADEQUATE CLEARANCE AND EASY ACCESS FOR METER READING, TESTING AND MAINTENANCE.
  6. PREFABRICATED INSULATED COVERS FOR RP BACKFLOW PREVENTER ASSEMBLIES MAY BE SUBSTITUTED. REFER TO APPROVED MANUFACTURERS OF BACKFLOW PREVENTER ASSEMBLY STRUCTURES ON PAGE 6 OF THE ATTACHED SPECIFICATIONS.

DRAWINGS ARE NOT FOR COMMERCIAL REPRODUCTION 06 JUNE 2000

**FIVE (5) TYPES OF INSTALLATION THAT REQUIRE BACK FLOW PREVENTION**

1. Any new commercial, irrigation, or fire service must be equipped with the required backflow prevention assembly determined by the BWVB.
2. Any new residential service which is two (2) inches or greater in diameter.
3. Any new residential service where an alternate water supply exists on the property, or where an irrigation system will be attached.
4. Any new or existing service where, in the judgment of the BWVB, protection from a backflow condition, either actual or potential, is required.
5. Any backflow prevention assembly which was required to be installed by the BWVB and was operational after March, 1995 must be tested and reported thereof within thirty (30) days of activation of service and on an annual basis thereafter.

December 8, 2012

Mountain Brook Municipal Complex  
FF&E Budget Proposal Summary

<b>Office Environments</b>	<b>\$197,874.79</b>
<ul style="list-style-type: none"> <li>Includes general new furniture as outlined in proposal</li> <li>Includes Purchase, Delivery and Installation</li> </ul>	
<b>Lindsey Office Furniture</b>	<b>\$ 2,200.00</b>
<ul style="list-style-type: none"> <li>Mayor's Office Desk</li> <li>To be purchased directly by the City</li> </ul>	
<b>Alabama Correction Industries</b>	<b>\$ 31,815.87</b>
<ul style="list-style-type: none"> <li>Furniture for Fire Station &amp; Fire Administration</li> <li>Furniture for Police Station</li> <li>See attached proposals</li> <li>To be purchased directly by the City</li> <li>Includes Purchase, Delivery and Installation</li> </ul>	
<b>Fire Department Recliners</b>	<b>\$ 5,360.00</b>
<ul style="list-style-type: none"> <li>Includes Eight (8) new recliners</li> <li>To be purchased directly by the City</li> <li>Includes Purchase and Delivery</li> </ul>	
<b>Fire Department Turn-Out Gear Lockers</b>	<b>\$ 7,170.00</b>
<ul style="list-style-type: none"> <li>Includes 29 Lockers as required</li> <li>To be purchased directly by the City</li> <li>Includes Purchase and Delivery</li> <li>Installation by Contractor in Construction Contract</li> </ul>	
<b>Window Coverings</b>	<b>\$ 5,500.00</b>
<ul style="list-style-type: none"> <li>Estimate Cost based on pricing from 2011</li> <li>2" Metal Blinds</li> <li>For all Office and other windows as needed</li> <li>Window coverings for Council Chambers, Pre-Council Room, Mayor's Office and all three Training rooms included in construction budget</li> <li>To be purchased directly by the City</li> <li>Includes Purchase, Delivery and Installation</li> </ul>	
<b>FF&amp;E Total:</b>	<b>\$249,720.66</b>

WILLIAMS · BLACKSTOCK ARCHITECTS ARCHITECT/INTERIORS PLANNING  
2204 FIRST AVENUE SOUTH SUITE 200 BIRMINGHAM, AL 35203 205.552.9811  
FAX 205.252.9812

*2012-218  
MOTION*

Office Environments  
1827 1st Avenue North  
Suite 101  
Birmingham, AL 35203  
205-443-8300

MOUNTAIN BROOK  
FIRST FLOOR  
PROPOSAL # 95800

1 OF 1  
12/08/12 02:28 PM

Item	Part Description	Est Sell
sub	A101 ADMIN ASSISTANT Subtotal	\$ 15,287.88
sub	A103 CITY MANAGER Subtotal	\$ 5,340.85
sub	A104 PRE COUNCIL Subtotal	\$ 2,699.40
sub	A108 COUNCIL CHAMBER Subtotal	\$ 9,024.47
sub	A109 PROBATION Subtotal	\$ 1,194.04
sub	A111 PROSECUTOR Subtotal	\$ 941.48
sub	A112 PROSECUTOR Subtotal	\$ 941.48
sub	A120 SERVICE MAIL Subtotal	\$ 7,874.94
sub	A121 CONFERENCE Subtotal	\$ 3,741.40
sub	A122 INSPECTORS Subtotal	\$ 7,388.54
sub	A124 COPY/FILE Subtotal	\$ 2,444.99
sub	A130 COURTS Subtotal	\$ 8,804.10
sub	A135 REVENUE Subtotal	\$ 11,647.70
sub	A137 FILE/MAIL Subtotal	\$ 4,379.90
sub	A180 LOBBY Subtotal	\$ 744.74
sub	A153 BLOOD PRESSURE Subtotal	\$ 879.28
sub	A142A DORM Subtotal	\$ 4,820.00
sub	A144 MEN'S ROOM Subtotal	\$ 119.70
sub	A146 DORM Subtotal	\$ 4,820.00
sub	A175 TRAINING ROOM Subtotal	\$ 10,828.88
sub	A180 SHIFT COMMANDER Subtotal	\$ 1,937.87
sub	A181 SHIFT COMMANDER DORM Subtotal	\$ 944.00
sub	A188 LT DORM Subtotal	\$ 944.00
sub	A191 LT DORM Subtotal	\$ 944.00
sub	A198 LT OFFICE Subtotal	\$ 3,105.44
sub	B101 LOBBY Subtotal	\$ 804.94
sub	B106 COPY Subtotal	\$ 4,015.44
sub	B107 RECEPTION Subtotal	\$ 265.99
sub	B108 STORAGE Subtotal	\$ 2,127.14
sub	B116 GUARD Subtotal	\$ 8,643.84
sub	B140 Subtotal	\$ 7,784.31
sub	B142 BOOKING Subtotal	\$ 1,392.44
sub	B144 REPORT ROOM Subtotal	\$ 813.28
sub	B148 PATROL SGT. Subtotal	\$ 1,188.00
sub	B150 TRAINING ROOM Subtotal	\$ 495.20
sub	GENERAL Subtotal	\$ 350.00
	INSTALLATION	\$ 0.00
	ESTIMATED FREIGHT	\$ 0.00
	APPLICABLE TAXES NOT INCLUDED	\$ 0.00
	<b>Grand Total</b>	<b>\$ 140,470.20</b>

APPENDIX 13

ECTS\Mountain Brook Municipal\CURRENT DRAWINGS 12-5-12\MOUNTAIN BROOK MUNICIPAL 1ST FLOOR 12-4-12\visual.rvt  
DATE:

\*PRICING GOOD FOR 30 DAYS

Office Environments  
1827 1st Avenue North  
Suite 101  
Birmingham, AL 35203  
205-443-8300

MOUNTAIN BROOK  
PARKING LEVEL  
PROPOSAL # 95800

1 OF 1  
12/05/12 09:50 AM

Item	Part Description	Est Sell
sub	A002 STORAGE Subtotal	\$ 1,908.00
sub	B008 JANITOR Subtotal	\$ 119.70
sub	B009 ADMIN Subtotal	\$ 1,318.10
sub	B013 MEN'S LOCKER Subtotal	\$ 324.80
sub	B0014 WOMEN'S LOCKER Subtotal	\$ 4,245.40
	INSTALLATION	\$ 0.00
	ESTIMATED FREIGHT	\$ 0.00
	APPLICABLE TAXES NOT INCLUDED	\$ 0.00
	<b>Grand Total</b>	<b>\$ 7,014.20</b>

Office Environments  
1827 1st Avenue North  
Suite 101  
Birmingham, AL 35203  
205-443-8300

MOUNTAIN BROOK MUNICIPAL  
SECOND FLOOR  
PROPOSAL # 95800

1 OF 1  
12/08/12 04:05 PM

Item	Part Description	Est Sell
sub	A203 MAYOR Subtotal	\$ 11,864.24
sub	A211 COPY/WORK Subtotal	\$ 10,914.78
sub	A221 BREAK ROOM Subtotal	\$ 1,887.40
sub	A224 SUPPLY Subtotal	\$ 718.20
sub	A227 IT OFFICE Subtotal	\$ 4,197.18
sub	A240 LOBBY Subtotal	\$ 934.88
sub	A241 STORAGE Subtotal	\$ 239.40
sub	A247 FILES Subtotal	\$ 119.70
sub	A250 FILES Subtotal	\$ 4,811.03
sub	A252 STORAGE Subtotal	\$ 239.40
sub	A254 STORAGE Subtotal	\$ 239.40
sub	A258 STORAGE Subtotal	\$ 239.40
sub	B204 OFFICE Subtotal	\$ 423.28
sub	B204 JANITOR Subtotal	\$ 119.70
sub	B217 INTERVIEW Subtotal	\$ 323.38
sub	B218 DETECTIVE Subtotal	\$ 3,535.44
sub	B219 DETECTIVE Subtotal	\$ 3,535.44
sub	B220 VIEWING Subtotal	\$ 2,840.42
sub	B221 FILE/COPY Subtotal	\$ 5,848.92
sub	B223 DETECTIVE Subtotal	\$ 3,535.44
sub	B225 DETECTIVE LT. Subtotal	\$ 1,411.28
sub	B226 DETECTIVE Subtotal	\$ 3,535.44
sub	B227 DETECTIVE Subtotal	\$ 3,535.44
sub	B228 INTERVIEW Subtotal	\$ 323.38
sub	B231 ADMIN Subtotal	\$ 7,203.47
sub	B235 STORAGE Subtotal	\$ 239.40
sub	B242 STORAGE Subtotal	\$ 359.10
	INSTALLATION	\$ 0.00
	ESTIMATED FREIGHT	\$ 0.00
	APPLICABLE TAXES NOT INCLUDED	\$ 0.00
	<b>Grand Total</b>	<b>\$ 78,749.24</b>

CLIENT SIGNATURES\01 - OE PROJECTS\Mountain Brook Municipal\CURRENT DRAWINGS 12-5-12\PARKING LEVEL 12-5-12.rvt  
DATE:

\*PRICING GOOD FOR 30 DAYS

1 PROJECTS\Mountain Brook Municipal\CURRENT DRAWINGS 12-4-12\MOUNTAIN BROOK MUNICIPAL 2ND FLOOR 12-4-12.rvt  
DATE:

\*PRICING GOOD FOR 30 DAYS

Mountain Brook Municipal Complex  
 Fire Department  
 Alabama Corrections Industries Furniture Proposal  
 Williams Blackstock Architects  
 December 8, 2012

Room - Product	Quantity	Unit Price	Extended Sell	Comments
<b>Conference Room A255</b>				
Chairs - Capital Series	12	\$337.00	\$4,044.00	
Conference Table - 48"x30"	3	\$1,263.50	\$3,790.50	Queen Anne Legs - Mahogany Stain
Power Module	1	\$52.59	\$52.59	
Credenza - 72"x20"x30"	1	\$851.06	\$851.06	Mahogany Stain
<b>Library A261</b>				
Table - 30"x48" / 4 Post leg	1	\$282.75	\$282.75	
Chairs - OPS Conference Chairs	2	\$150.00	\$300.00	Drawers on both sides
Bookcase - 42"x66"	2	\$343.20	\$686.40	
<b>Shift Commander A380</b>				
Chairs - OPS Conference Chairs	4	\$150.00	\$600.00	
<b>Day Room A195</b>				
Table - 48"x14'	1	\$1,685.90	\$1,685.90	3 Column Base - Mahogany Stain
Chairs - Sterling 4 Leg Chairs	12	\$170.00	\$2,040.00	
<b>IL Office A336</b>				
Chairs - OPS Conference Chairs	4	\$150.00	\$600.00	
<b>Total:</b>			<b>\$12,406.20</b>	

APPENDIX 13

Mountain Brook Municipal Complex  
 Police Department  
 Alabama Corrections Industries Furniture Proposal  
 Williams Blackstock Architects  
 December 8, 2012

Room - Product	Quantity	Unit Price	Extended Sell	Comments
<b>Office B204</b>				
Chairs - OPS Conference Chairs	2	\$150.00	\$300.00	
<b>Admin Assistant B231</b>				
Task Chair - Breeze Chair	1	\$370.00	\$370.00	Black Mesh
Chairs - OPS Conference Chairs	4	\$250.00	\$1,000.00	
Custom Console Table - 17"x48"x28"	1	\$339.51	\$339.51	Mahogany
Custom C Shaped Workstation	1	\$1,733.62	\$1,733.62	Mahogany
Raised Panel Wall Cabinets	1	\$2,633.87	\$2,633.87	Mahogany
<b>Detective Offices B218, B219, B223, B226, B227</b>				
Custom L Workstation - 102"x72"x30"	5	\$1,313.53	\$6,567.65	Mahogany
Chairs - OPS Conference Chairs	10	\$150.00	\$1,500.00	
Task Chair - Breeze Chair	5	\$370.00	\$1,850.00	Black Mesh
4 Drawer Sr. Exec. Lateral File	5	\$599.00	\$2,995.00	Mahogany
<b>Detective Lt. Office B225</b>				
Chairs - OPS Conference Chairs	2	\$150.00	\$300.00	
<b>Total:</b>			<b>\$19,209.67</b>	

Consulting Services Agreement  
The City of Mountain Brook  
December 10, 2012



The Owner ("The City of Mountain Brook") desires to retain a Consultant ("Brasfield & Gorrie, LLC") for the purpose of providing feasibility and conceptual cost estimating in connection with the future expansion of a 3 story parking deck to be constructed in the Lane Park Re-development located in The City of Mountain Brook. These services include: (a) evaluation of the logistical and operational challenges of constructing a vertical expansion to an existing & operational parking facility, (b) evaluation of the potential cost to design & construct the parking deck to allow for such future expansion.

In consideration of the services and this Agreement the parties agree to be legally bound as follows:

A. Scope of Services

Consultant shall provide to Owner all of the services described above (and other services as requested in writing by the Owner) for the period commencing with the date of this Agreement and concluding by January 31, 2013.

B. Cooperation and Coordination with Owner and its Consultant(s)

At all times during the course of this Agreement, Consultant shall cooperate fully with the Owner and its other Consultant(s) (if any) and shall coordinate its work with each of them.

- Consultant shall respond promptly to requests for information and recommendations from the Owner and its Consultant(s).

Note: Only architects and engineers are licensed for design responsibilities. Consultant's role is to provide overall feasibility and conceptual cost information.

C. Compensation and Construction Contract

- Consultant will be paid for consultant services in accordance with the attached Exhibit "A".
- Consultant may cease performing consulting services under this Agreement at any time. In such event, this Agreement shall be regarded as having been terminated for the convenience of Consultant. In the event this Agreement is terminated for the convenience of Consultant, Consultant shall not be liable to Owner for any amount or in any manner.
- Owner may cease consulting services under this Agreement at any time. In such event, this Agreement shall be regarded as having been terminated for the convenience of Owner. In the event this Agreement is terminated for the convenience of Owner, Owner shall be liable for only for those services performed through the termination date and those required to terminate and close out this Agreement.

D. Miscellaneous Terms and Conditions

- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- This Agreement and the exhibits, documents, and other Agreements to be furnished or executed in connection herewith supersede all prior negotiations, representations, or Agreements either written or oral.
- No modification to this Agreement shall be effective unless made in writing signed by both Owner and Construction Manager, unless otherwise provided for herein.

2012-219  
minutes

Consulting Services Agreement  
The City of Mountain Brook  
December 10, 2012



Exhibit "A" - Compensation Method

A. Management and Estimating Personnel Expenses

Management, estimating, supervisory and administrative personnel are to be reimbursed for time our personnel are working on the project (regardless of location) on an hourly basis using the following hourly rates:

a. Division Manager	\$165/hr
b. Operations Manager	125/hr
c. Senior Project Manager	105/hr
d. Project Manager	85/hr
e. Assistant Project Manager	65/hr
f. Intern	50/hr
g. Chief Estimator	150/hr
h. Senior Estimator	125/hr
i. Estimator	100/hr
j. Administrative Assistant	65/hr
k. General Superintendent	165/hr
l. Superintendent	100/hr

Beginning January 1, 2014, the Consultant will be allowed to increase the rates annually each January 1<sup>st</sup> by five (5%) percent.

B. Non-personnel Expenses

Non-personnel expenses (e.g. reimbursable costs, printing, travel, etc.) are to be reimbursed on a Cost plus 10% basis.

C. Not to Exceed Amount

Total billings for personnel and reimbursable expenses shall not exceed \$5,000 through January 31, 2013. However, should the Owner desire consulting services to extend beyond January 31, 2013 such not to exceed amount shall be subject to increase.

D. Billing Period:

Billings to be prepared on a monthly basis and are to be paid within 20 days of receipt by the Owner.

APPENDIX 14

Consulting Services Agreement  
The City of Mountain Brook  
December 10, 2012



- Consultant shall at all times be an independent consultant and not an employee of Owner, and shall not have (nor represent that it has) authority to bind or commit Owner unless expressly authorized to do so in writing by Owner.
- Consultant shall at all times perform its obligation under this Agreement with the utmost degree of professional diligence and in accordance with all known applicable laws, statutes and regulations. Consultant shall promptly notify Owner of any matters of which Consultant becomes aware which could benefit the development of the Project or reduce the cost thereof.
- Consultant shall keep confidential and not disclose to any person, firm, or corporation, except to its employees involved in performance of the Services, Owner and its employees, and other Consultants as authorized by Owner in writing, any information related to the Services or the Project, whether written or oral and whether disclosed to it by Owner or derived from third-party sources. Consultant shall issue no public announcement or press release relating to the Project, this Agreement, or any Work Authorization with Owner, without the express prior written permission of Owner.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

Owner  
By: Sam Austin  
Title: City Manager

Consultant  
By: SBOR  
Title: Vice President

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