

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 25, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 6:30 p.m. on Monday, the 25th day of March, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

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

Absent: None

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

1. AGENDA

1. Safe-Routes-to-Schools sidewalk update – Nimrod Long of Nimrod Long and Associates (Appendix 1).
2. Phase 5b sidewalks project update along Lakeshore Drive – Nimrod Long of Nimrod Long and Associates (Appendix 2).
3. Cahaba River Park update – Nimrod Long of Nimrod Long & Associates (Appendix 3).
4. Additional handrails and revised crosswalk for Phase 6 sidewalk project – Nimrod Long of Nimrod Long and Associates and Jim Meads of Sain Associates (Appendix 4). (Motion No. 2013-54 was added to the formal agenda.)
5. Three-way stop proposal on Gerald Place at North Lane – Chief Cook. (Ordinance No. 1887 was added to the formal agenda.)
6. Lease update for City Hall at 3928 Montclair Road – Whit Colvin. (The landlord does not wish to amend the lease for an additional month. The holdover provision of the lease will become effective for the month of April.)
7. Latent conditions and open/pending change orders for the municipal complex project – Robert McElroy of Brasfield and Gorrie. (Motion No. 2013-55 was added to the formal agenda.)
8. Chess set design for the municipal complex – Virginia Smith. (Design and pricing will be evaluated again when available.)

After the City Council's review of the formal [7 p.m.] agenda issues, President Smith adjourned the meeting.



Steven Boone, City Clerk

Sam Gaston

From: Dave Giddens
Sent: Wednesday, March 20, 2013 5:00 PM
To: Nimrod Long; Sam Gaston
Cc: Joel Eliason
Subject: RE: 3 items
Sam,

Nim caught some grammar errors from the e-mail I just sent. I have corrected them below.

Sam,

Safe Routes to School -

Our revisions are complete. Renya Hooks at ALDOT informed me yesterday that I can have mylars produced of all the drawings, and she will forward them to Montgomery. That should get done by this Friday or Monday. The project should make either the May 31, 2013 Bid Letting or June 28. Renya could not say which one.

Phase 5B Sidewalks -

NLA has been focused on the SRTS project and the Phase 6 project, which are wrapping up. We should be able to start finishing the Phase 5B plans soon, which were about 90% complete.

Cahaba River Park-

We're wrapping up construction documents for Cahaba Park now – drawings are nearly complete. The draft specifications will be finished next week. Nim would like to pre-qualify bidders for this work so we need to discuss the overall bid schedule and how to accomplish pre-qualification.

Thanks,

Dave Giddens
Principal, LEED AP

Nimrod Long and Associates, Inc.
2213 Morris Avenue
Birmingham, AL 35203
(205) 323-6072
www.nimrodlong.com
(205) 324-6128 Fax
(205) 515-7299 Cell

From: Nimrod Long
Sent: Wednesday, March 20, 2013 4:26 PM
To: Dave Giddens
Subject: Fwd: 3 items

Nimrod W.E. Long III
FASLA, LEED AP
President

Nimrod Long and Associates

3/21/2013



BOB RILEY
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

THIRD DIVISION
OFFICE OF DIVISION ENGINEER
1020 BANKHEAD HWY. WEST
P.O. BOX 2745
BIRMINGHAM, ALABAMA 35202-2745
Telephone: (205) 328-5820

May 13, 2010



JOE McINNES
TRANSPORTATION DIRECTOR

The Honorable Lawrence T. Oden
Mayor, City of Mountain Brook
56 Church Street
Mountain Brook, Alabama 35213

RE: Jefferson County
Project No. STPBH-CN10()
Jemison Trail/Shades Creek
Greenway Connection, City of
Mountain Brook

Dear Mayor Oden:

Please find attached a copy of the fully executed original agreement between the Alabama Department of Transportation and the City of Mountain Brook. This is for your file and instructions for construction of the above referenced project.

This is not a notice to proceed with construction on this project. You will be given an official written notice to proceed when the Federal Highway Administration has informed the Alabama Department of Transportation that the project has been authorized for construction.

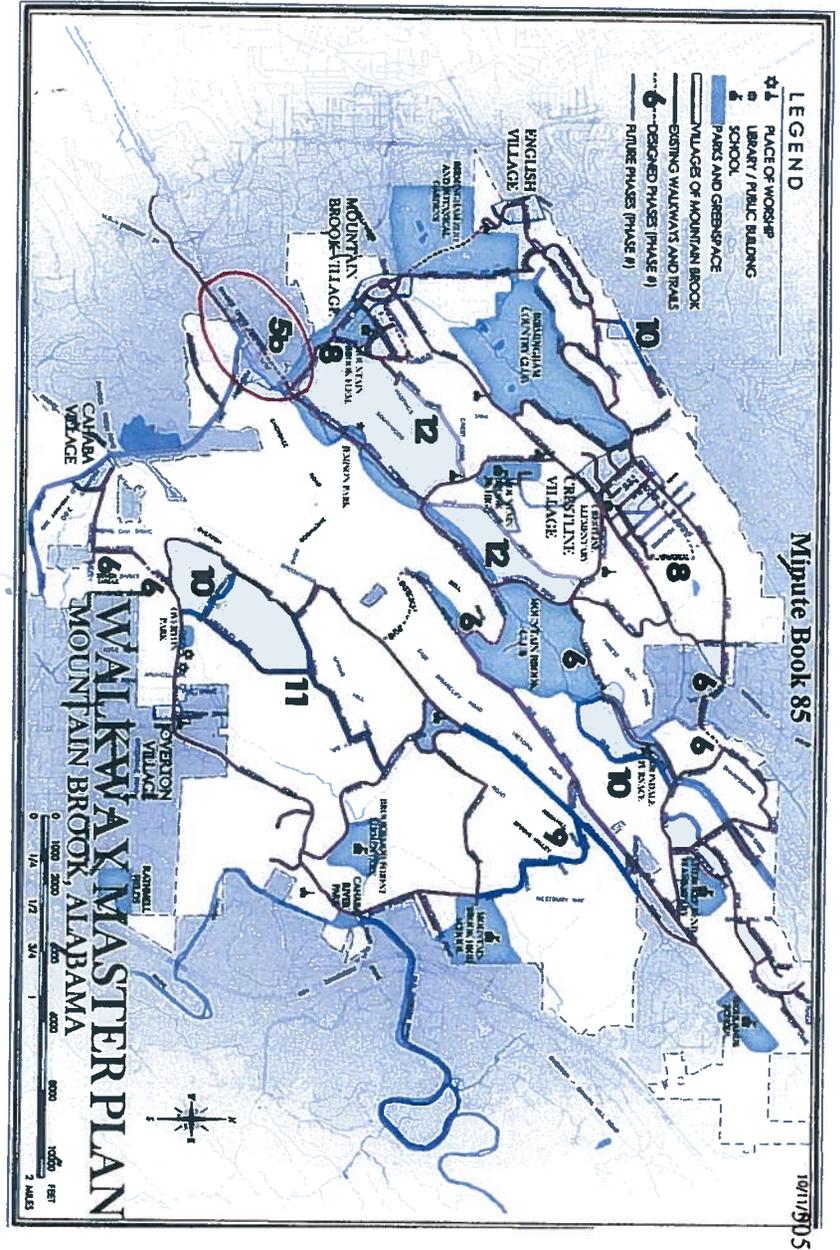
You may submit your plans, specifications and the project budget to the Department while you are waiting on authorization to proceed with construction. The budget is described in Part Two: Project Provisions section "E" of the original agreement. Please read section "E" of the agreement carefully and be governed by its contents in order to not hold up the letting of the project.

If there are any questions, please contact Mrs. Renya Hooks of this office, phone (205) 581-5883.

Sincerely,

Brian C. Davis
Division Engineer

BCD/LAT/RMH/trs
Attachment
C: File w/att.



K-10-0981

AGREEMENT FOR CONSTRUCTION

BETWEEN THE STATE OF ALABAMA AND THE CITY OF MOUNTAIN BROOK, ALABAMA

PROJECT STPBH-CN10() Jemison Trail/Shades Creek Greenway Connection Mountain Brook, Alabama Jefferson County

PART ONE: INTRODUCTION

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as CITY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the CITY desire to cooperate in a construction project for the Jemison Trail/ Shades Creek Greenway Connection, to construct sidewalks along Shades Creek Parkway (SR-149) from Cahaba Road (Jemison Park Trailhead) to Windsor Drive at the crosswalk to Brookwood Village in the City of Mountain Brook, Alabama.

WHEREAS, Federal Transportation funds are dedicated specifically to the Birmingham area by the 2005 Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Surface Transportation Program Funds, Birmingham Attributable (STPBH).

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

PART TWO: PROJECT PROVISIONS

A. Project Description: This Agreement will cover all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the CITY. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be 80 percent of eligible costs.

B. Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent CITY funds, not to exceed a maximum sum of \$725,600.00 in federal funds. Funds will be available for obligation when allocation by FHWA is made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

Table with 4 columns: Construction Including Engineering and Inspection, Total Estimated Cost, Total Estimated Federal Funds, Estimated Local Funds. Values: \$907,000.00, \$725,600.00, \$181,400.00.

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for any overruns.

- C. The CITY will not be reimbursed for any costs in excess of the awarded amount.
D. Project Funding: It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work for which reimbursement is requested.
E. Project Budget: The CITY will develop and submit to the STATE for approval a project budget.
F. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing...
G. Ownership of Property: All work accomplished under the provisions of this agreement will be accomplished on property owned by or will be acquired by the CITY at no expense to the STATE or FHWA.
H. Acquisition of Property: Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal

10-046

APPENDIX 2

Uniform Relocation Assistance Act, all federal environmental laws, and all other applicable state and federal laws.

- I. Utilities Relocation: The CITY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be considered as a part of the project cost, with the CITY paying for its proportional share. The STATE will not be liable for utility expenses, which are not eligible for STATE reimbursement or payment under state law.
- J. Protection of Interest: No change in use or ownership of real property acquired or improved with funds provided under the terms of this agreement will be permitted without prior written approval from the STATE and FHWA. The STATE and FHWA will be credited on a prorata share any revenues received by the CITY from the sale or lease of property, which is the site of the federally funded project.
- K. Purchase of Project Equipment and/or Services: The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulation, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The CITY will, when authorized by the STATE, solicit bids and make awards for services pursuant to this agreement. Otherwise, the STATE will solicit bids for construction when the entire bid package (plans, specification, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the STATE will review all bids and make the award.
- L. Invoicing: The CITY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the CITY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Division Engineer for payment. The CITY may bill the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized. The cost allowable is the cost defined in 41 CFR Subpart 1-15.7 of the Federal Procurement Regulations and will include direct and indirect cost incurred in carrying out the project as shown in the approved application and the documents related thereto.
- M. Invoices for any work performed by the CITY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- N. Maintenance: Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for the project work.

- O. Contracts under this Agreement: The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- P. Records and Reports:
 - 1) Establishment and Maintenance of Accounting Records: The CITY will establish and maintain, in accordance with requirements established by the STATE, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the STATE as determined by the auditor of the Alabama Department of Transportation.
 - 2) Documentation of Project Cost: All changes to the Project Account will be supported by properly executed invoices, contracts or vouchers, as applicable, evidencing in proper detail for nature and propriety of the charges, in accordance with the requirements of the STATE.
 - 3) Checks, Orders and Vouchers: All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 - 4) Reports: The CITY must submit quarterly Financial and Narrative reports to STATE. Final Reports are due to the STATE 60 days after the expiration or termination of the Award.
 - 5) Financial Statements: The CITY will submit to the STATE, at such time as the STATE may require, such financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
 - 6) Right of Access to Records: The STATE will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this Agreement in any way.
- Q. Regulations: The STATE hereby obligates the CITY to become familiar with all state and federal laws, rules, regulations, and procedures applicable to this Agreement. The STATE, upon request, will furnish to the CITY a copy of any and all applicable state and federal laws, rules, regulations, and procedures.
 - 1) Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a federal state or local law, must be applied for the maintenance and long term upkeep of the transportation project authorized by this agreement.
 - 2) The CITY agrees that in the event it is determined the user fees have not been applied to long term upkeep of the transportation project, that federal funds expended on this project must be refunded to the FHWA and the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of state and federal funds expended under this agreement.

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- R. Point of Contact: The Third Division of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the CITY.
- S. All phases of work performed by the CITY on this project must be approved by the FHWA before commencing work.

PART THREE: MISCELLANEOUS PROVISIONS

- A. Agency to Indemnify: The CITY will be responsible at all times for this project and all of the work performed under this Agreement and especially the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, employees, and agents, in their official and individual capacities, of each, from and against any and all claims, actions, damages, loss, liabilities, including attorney's fees and expenses whatsoever or any amount paid in compromise thereof arising out of or in connection with the performance of the work under this Agreement and this project and from and against these at any time arising out of or in connection with the performed work and project.
- B. Audit and Inspection: The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles and equipment utilized or used in performance of the project; records of all transportation services rendered by the CITY in the use of such vehicles and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts of the CITY pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.
- C. Audit Requirements: CITY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. Termination: In the event the CITY fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the CITY under this Agreement. Any such default or defaults not corrected by the CITY within thirty (30) days following receipt of written notice from the STATE by certified or registered mail of such default or defaults, will be deemed a breach by the CITY of this Agreement, and the right on the part of the STATE to terminate the Agreement by giving ten (10) days written notice of termination. A waiver by the STATE of a default or defaults by the CITY will not constitute a waiver of subsequent default or defaults by the CITY. In addition, if funding for this project is terminated by FHWA, the STATE will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail.
- E. Retention of Records: The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- F. Performance: The CITY will commence, carry on and complete the project with all practical dispatch, in a sound, economical, and efficient manner.
- G. Equal Employment Opportunity: The CITY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The CITY will take affirmative action to insure that applicants for employment are employed, and that employees be treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions will include, but not be limited to the following: employment; upgrading; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Further, the STATE and the Secretary of the USDOT, or either of them or their respective authorize representative, will have full access to, and right to examine any and all CITY materials for the purpose of monitoring the CITY's compliance with the provisions of this section.
- H. Title VI-Civil Rights Act of 1964: The CITY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C § 2000(d) et seq.), the regulations of USDOT issued thereunder 49 CFR, Subtitle A, Part 21), and the assurance by the CITY pursuant thereto. Furthermore, the STATE and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all CITY materials which will permit them to monitor the CITY for compliance with the provisions of this section.
- I. Prohibited Interest: No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- J. Americans with Disabilities Act: The CITY will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA).
- K. Arbitration: Any dispute concerning a question of fact in connection with the work not disputed of by this Agreement between the CITY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.
- L. Permission to Start Work: The CITY will not proceed with the project work until the STATE gives written authorization for the CITY to proceed.

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APPENDIX 2

- M. Participation by Disadvantaged Business Enterprises in Federal-Aid Programs: The recipients of funds under the terms of this agreement agrees to ensure that Minority Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.
- N. Other Applicable Regulations: The CITY will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1857(h) as amended by 42 U.S.C. § 7401, et seq., Section 508 of the Federal Water Pollution Act, 33 U.S.C. § 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- O. Subcontracts: The CITY will not enter into any subcontract without prior written consent of the STATE and will include in all subcontracts entered into pursuant to this Agreement all of the clauses as required by the STATE.
- P. Exhibits M and N are hereby attached to and made a part of this Agreement.
- Q. Agreement Change: The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- R. Drug Free Workplace Act of 1988: The CITY assures the STATE that it publishes a statement notifying employees of the policies in support of a drug free workplace; and establishes an ongoing drug-free awareness program.
- S. Expiration: This Agreement shall terminate on September 30, 2012, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The CITY agrees that the STATE may unilaterally extend the time of the agreement.
- T. 7/24th Law: Nothing shall be construed under the terms of this Agreement by the CITY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

THE CITY OF MOUNTAIN BROOK, ALABAMA

Steven Boone
City Clerk (Signature)

BY: Lawrence T. Oden
Mayor (Signature)

Steven Boone
Type name of Clerk

Lawrence T. Oden
Type name of Mayor

APPROVED AS TO FORM:

BY: Jim R. Ippolito, Jr.
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation



RECOMMENDED FOR APPROVAL:

Brian C. Davis
Brian C. Davis
Division Engineer

Robert J. Jilla
Robert J. Jilla,
Multimodal Transportation Engineer

D.W. Vaughn
D.W. Vaughn,
Chief Engineer

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

Dom J. McInnes
D. J. McInnes, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this 7th day of May, 2010.

Bob Riley
Bob Riley
Governor, State of Alabama

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10-046 6 509

RESOLUTION NUMBER 10-046

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

1. That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Construction Project STPBH-CN10(), for the Jemison Trail/ Shades Creek Greenway Connection, to construct sidewalks along Shades Creek Parkway (SR-149) from Cahaba Road (Jemison Park Trailhead) to Windsor Drive at the crosswalk to Brookwood Village in the City of Mountain Brook, Alabama, which Agreement is before this council.
2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Passed, adopted and approved this 12 day of APRIL, 2010.

ATTESTED:

Steven Boone
City Clerk

Kevin O'Connell
Mayor

I, the undersigned qualified and acting City Clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 12 day of APRIL, 2010 and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 12 day of APRIL, 2010.



Steven Boone
City Clerk

10-046 ✓

10-046 ✓

7/18/90

EXHIBIT M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachment to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participants/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

2/15/95
5/31/02

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed until and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

a.

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

MANDATORY MEDIATION CLAUSE FOR STATE CONTRACTS

For

any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative disputes resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

99
10-04-06 ↓



A CONCEPTUAL MASTER PLAN FOR
CAHABA RIVER PARK
 MOUNTAIN BROOK, ALABAMA
 PREPARED BY NIMCOE LONG AND ASSOCIATES

APPENDIX 3



**CAHABA RIVER PARK
CONCEPTUAL MASTER PLAN ESTIMATE**

PREPARED BY NIMROD LONG AND ASSOCIATES

January 10, 2012

ITEM	QTY	UNIT	UNIT COST	ITEM COST
SITEWORK				
Demolition	1	LS	\$	4,500.00
Erosion Control Structures & Maintenance	1	LS	\$	12,000.00
Clearing and Grubbing	1	LS	\$	9,000.00
Grading, Parking and Trails	1	LS	\$	32,500.00
Asphalt Parking	1,400	SY	\$ 20.00	\$ 28,000.00
Standing Curb	1,300	LF	\$ 12.50	\$ 16,250.00
Concrete Trail	13,000	SF	\$ 6.00	\$ 78,000.00
Crushed Stone Trail	2,000	SF	\$ 3.50	\$ 7,000.00
Stone Masonry (Steps, Seatwalls)	1	LS	\$	37,500.00
Trees	16	EA	\$ 350.00	\$ 5,600.00
Sod, Bermuda	1,200	SY	\$ 4.50	\$ 5,400.00
Seed, Wildflower Mix	0.5	AC	\$ 2,500.00	\$ 1,250.00
Irrigation	1	LS	\$	5,500.00
SUBTOTAL SITEWORK COST			\$	242,500.00
AMENITIES				
Picnic Pavilion	1	LS	\$	39,500.00
Picnic Tables	3	EA	\$ 2,500.00	\$ 7,500.00
Benches	3	EA	\$ 1,200.00	\$ 3,600.00
Waste Receptacles	3	EA	\$ 1,000.00	\$ 3,000.00
Interpretive Signage	1	LS	\$	7,500.00
Parking Lighting	1	LS	\$	8,000.00
Security Gate	1	LS	\$	12,500.00
Crosswalk Signals and Striping	1	LS	\$	25,000.00
SUBTOTAL AMENITIES COST			\$	100,600.00
TOTAL SITEWORK AND AMENITIES COST			\$	343,100.00
OTHER COSTS				
Design Contingency	10 %	OF	\$ 349,100.00	\$ 34,910.00
General Conditions	10 %	OF	\$ 384,010.00	\$ 38,401.00
Bonds, Permits, License, Fees, etc.	3 %	OF	\$ 422,411.00	\$ 12,673.00
General Contractor Fee	5 %	OF	\$ 435,084.00	\$ 21,755.00
Design Fee	8 %	OF	\$ 384,010.00	\$ 30,721.00
SUBTOTAL OTHER COST			\$	138,460.00
GRAND TOTAL			\$	481,560.00

March 21, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

We are forwarding letters from Sain Associates regarding the addition of handrail along portions of the sidewalk on Overcrest Road and Old Leeds Road. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

Sincerely,

Sam Gaston
City Manager

Attachments



March 21, 2013

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

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Sam:

We met with ALDOT onsite on February 15, 2013 to review an area along Overcrest Road in which Sain recommends installation of handrail along the sidewalk. The sidewalk was installed according to the design plans with a minor structure concrete wall supporting it. This has caused for a significant drop-off in elevation directly adjacent to the sidewalk. ALDOT agreed this causes for an unsafe condition for pedestrians using the sidewalk and agreed handrail should be installed. The design plans detail item 517G-000, Ornamental Metal Fence, as the preferred type of handrail to be installed on the sidewalk.

The areas recommended by the designer, Nimrod Long and Associates, for the installation of item 517G-000, Ornamental Fence, are as follows.

- Old Leeds Road (Sta 1012+80-1013+00) – 40 LF
- Overcrest Road (Sta 413+80-415+97) – 210 LF

TOTAL ADD – 250 LF
NET INCREASE IN COST – \$37,765.00

The original plans estimate a quantity of 162 LF. The revised plans prepared by Nimrod Long and Associates for the Cherokee and Overbrook crosswalk revision added 158 LF. With recommendations above, the total for handrail will be 570 LF for a total cost of \$86,104.20.

Please forward this letter with a letter of your approval to ALDOT. If you have any questions, please do not hesitate to call.

Sincerely,

Alicia N. Bailey, P.E.
AL Registration #26339

Celebrating 40 Years of Excellence in Engineering and Surveying

244 West Valley Avenue, Suite 200 - Birmingham, Alabama 35209 - p (205) 940-6420 - f (205) 940-6433
www.sain.com

March 21, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

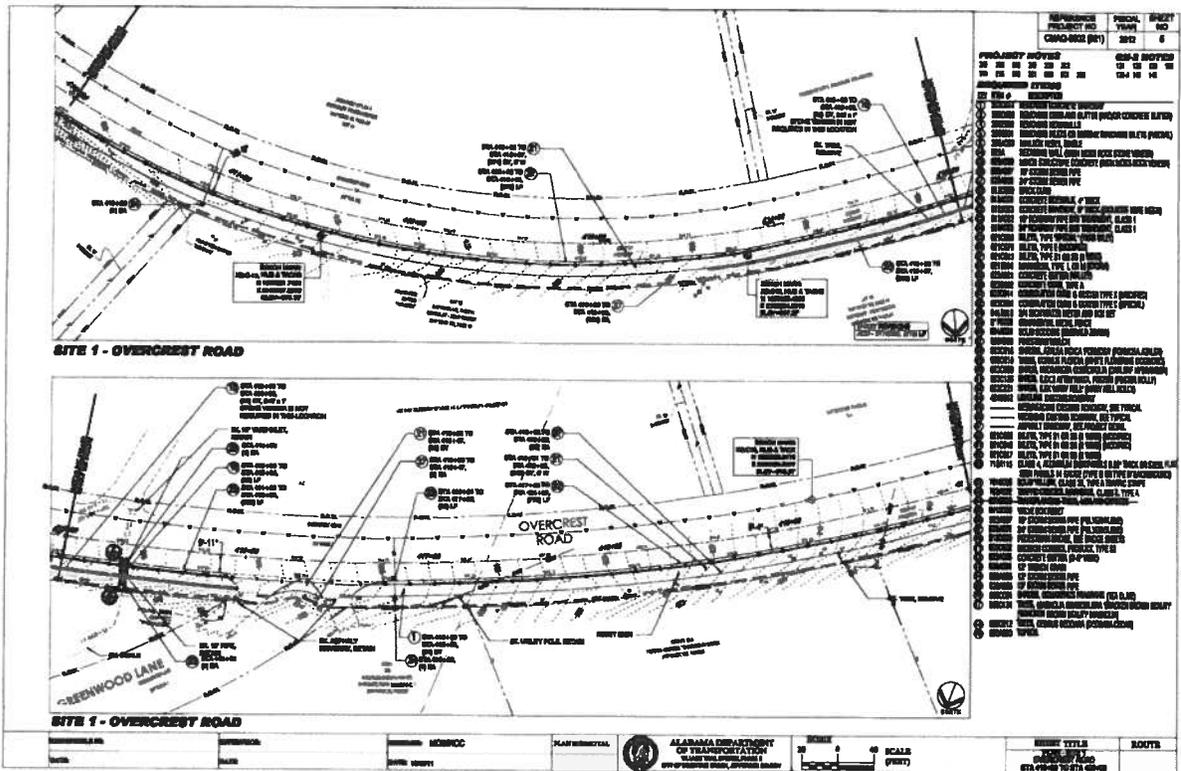
We are forwarding letters from Sain Associates regarding the addition of handrail along portions of the sidewalk on Overcrest Road and Old Leeds Road. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

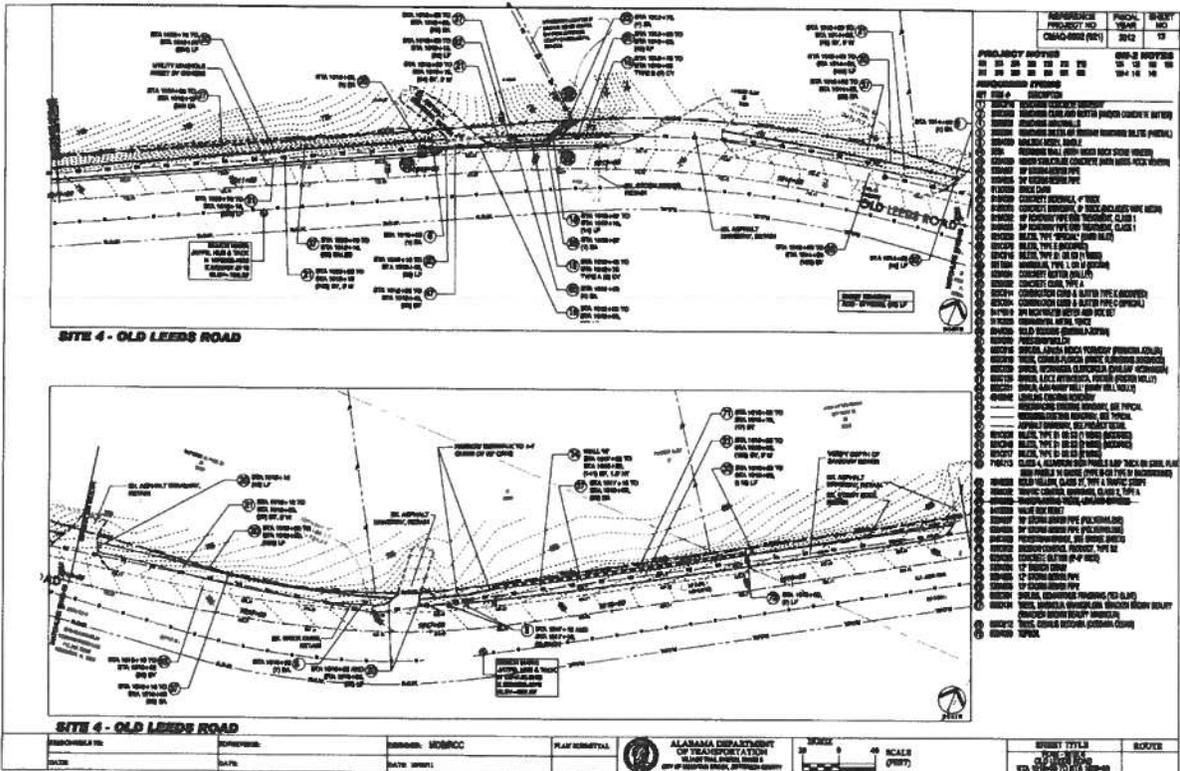
Sincerely,

Sam Gaston
City Manager

Attachments



APPENDIX 4



WALKER PATTON COMPANY, INC.

March 15, 2013

March 21, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

We are forwarding letters from Sain Associates and Walker Patton regarding the revised crosswalk at the Overbrook and Cherokee Road intersection. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

Sincerely,

Sam Gaston
City Manager

Attachments

Ms. Alicia Bailey
Sain Associates
244 West Valley Avenue, Suite 200
Birmingham, Alabama 35209

Re: Walkway System in Mountain Brook, Phase 6
ALDOT Project No. CMAQ-9802(921)
Jefferson County

Dear Alicia:

As requested in your letter dated March 13, 2013, regarding revisions at the Cherokee and Overbrook intersection, we will do this extra work for the prices currently included in our contract. They are as follows:

Pay Item	Description	Qty	Unit	Price
208C-010	Removing Concrete Driveway	110	SF	8.66
206D-003	Removing Curb and Gutter (and/or Concrete Gutter)	30	LF	3.67
206E-001	Removing Inlets	1	EA	163.13
507G-000	Ornamental Metal Fence	158	LF	151.06
533A-857	18" Storm Sewer Pipe	69	LF	43.48
610A-004	Loose Riprap, Class 2, 24" Thick	23	SY	58.75
610D-003	Filter Blanket, Geotextile	23	SY	1.84
618A-000	Concrete Sidewalk, 4" Thick	(26)	SY	37.30
619A-002	18" Roadway Pipe End Treatment, Class 1	1	EA	1,552.00
620A-000	Minor Structure Concrete	1	CY	381.56
621C-015	Inlets, Type S1 or S3 (1 Wing)	3	EA	2,002.00
623A-001	Concrete Gutter (Valley)	25	LF	12.25
623A-005	Concrete Gutter (2'-0" Wide)	55	LF	12.25
623C-004	Combination Curb and Gutter, Type C (Special)	(123)	LF	11.33
654A-005	Solid Sodding (Emerald Zoysia)	60	SY	7.35
660K-000	Pinestraw Mulch	(80)	EA	4.02
703A-002	Traffic Control Markings, Class 2, Type A	300	SF	3.95

2889 Queenstown Road • Birmingham, Alabama 35210
Mailing Address: Post Office Box 130665 • Birmingham, Alabama 35213
(205) 836-9899 • Fax (205) 836-7899

APPENDIX 4

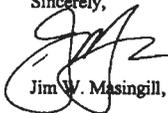
Ms. Alicia Bailey
 March 15, 2013
 Page 2

We are also pleased to provide the following items:

Pay Item	Description	Qty	Unit	Price
623C-003	Combination Curb and Gutter, Type C (Modified)	115	LF	14.98
710A-126	Class B, Aluminum Flat Sign Panels 0.08" Thick or Steel Flat Sign Panels 14 Gauge (Type IX Background)	40	SF	22.00

Upon review, please let us know if this work is approved. In the meantime, please do not hesitate to call if you have any questions.

Sincerely,



Jim W. Masingill, Jr.

JWMJr:kk



March 13, 2013

Mr. Jim Masingill, Jr.
 Walker Patton Company
 2689 Queenstown Road
 Birmingham, AL 35210

SUBJECT: Mountain Brook Village Walkway System, Phase 6
 ALDOT Project No. CMAQ-9802(921)
 Jefferson County

Dear Jim:

Attached are plan sheets depicting the revisions at the Cherokee and Overbrook intersection. The revisions include relocating the crosswalk which has resulted in the extension of sidewalk and drainage. By their email dated March 13, 2013, ALDOT has approved the plans and has directed these be released for construction. Please note item #2 on ALDOT's attached letter, which notes a possible conflict with the proposed storm pipe and existing water line. Based on the waterline location already encountered along Cherokee Road, it is not expected it will cause a conflict with the proposed storm pipe. However, if it is determined a conflict does exist, please contact Sain immediately.

Below are the estimated quantities for these revised plans. There are two pay items which require new prices which will be a supplemental agreement. These items are not authorized until your pricing is approved by ALDOT.

Pay Item	Description	Qty	Unit
206C-010	Removing Concrete Driveway	110	SF
206D-003	Removing Curb and Gutter (and/or Concrete Gutter)	30	LF
206E-001	Removing Inlets	1	EA
517G-000	Ornamental Metal Fence	158	LF
533A-857	18" Storm Sewer Pipe	69	LF
610A-004	Loose Riprap, Class 2, 24" Thick	23	SY
610D-003	Filter Blanket, Geotextile	23	SY
618A-000	Concrete Sidewalk, 4" Thick	-26	SY
618A-002	18" Roadway Pipe End Treatment, Class 1	1	EA
620A-000	Minor Structure Concrete	1	CY
621C-015	Inlets, Type S1 or S3 (1 Wing)	3	EA

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Walker Patton
March 13, 2013
Page 2

623A-001	Concrete Gutter (Valley)	25	LF
623A-005	Concrete Gutter (2'-0" Wide)	55	LF
623C-004	Combination Curb and Gutter Type C (Special)	-123	LF
654A-005	Solid Sodding (Emerald Zoysia)	60	SY
660K-000	Pinestraw Mulch	-80	EA
703A-002	Traffic Control Markings, Class 2, Type A	300	SF

The following items are also required. These items are new items to the contract and do not have an approved unit price. Please submit unit prices on your letterhead for the below items.

Pay Item	Description	Qty	Unit
623C-003	Combination Curb and Gutter Type C (Modified) Class 8, Aluminum Flat Sign Panels 0.08" Thick of Steel Flat Sign	115	LF
710A-126	Panels 14 Gauge (Type IX Background)	40	SF

Based on over-run of quantities, it is estimated 4 days will be added to the contract. If additional days are requested for the work shown on the attached plans, please provide a detail breakdown on the number of days and the work to be performed.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

Alicia N. Bailey, P.E.
Project Manager
AL Registration #26339

CC.



March 21, 2013

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

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-8802(921)
Jefferson County

Dear Sam:

Attached is a letter from Walker Patton regarding the revisions at the Cherokee and Overbrook intersection. The revisions include relocating the crosswalk which has resulted in the extension of sidewalk and drainage. By their email dated March 13, 2013, ALDOT has approved the plans and has directed these be released for construction.

Below are the estimated quantities for these revised plans. There are two pay items which require new prices which will be a supplemental agreement. These items are not authorized until your pricing is approved by ALDOT.

Pay Item	Description	Qty	Unit	Cost	Total
206C-010	Removing Concrete Driveway	110	SF	\$8.66	\$952.60
206D-003	Removing Curb and Gutter (and/or Concrete Gutter)	30	LF	\$3.67	\$110.10
206E-001	Removing Inlets	1	EA	\$163.13	\$163.13
517G-000	Ornamental Metal Fence	158	LF	\$151.06	\$23,867.48
533A-857	18" Storm Sewer Pipe	69	LF	\$43.48	\$3000.12
610A-004	Loose Riprap, Class 2, 24" Thick	23	SY	\$58.75	\$1351.25
810D-003	Filter Blanket, Geotextile	23	SY	\$1.84	\$42.32
618A-000	Concrete Sidewalk, 4" Thick	-26	SY	\$37.30	\$969.80
619A-002	18" Roadway Pipe End Treatment, Class 1	1	EA	\$1552.00	\$1552.00
620A-000	Minor Structure Concrete	1	CY	\$381.56	\$381.56
621C-015	Inlets, Type S1 or S3 (1 Wing)	3	EA	\$2002.00	\$6006.00
623A-001	Concrete Gutter (Valley)	25	LF	\$12.25	\$306.25

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Mr. Sam Gaston
March 21, 2013
Page 2

623A-005	Concrete Gutter (2'-0" Wide)	55	LF	\$12.25	\$673.75
623C-004	Combination Curb and Gutter Type C (Special)	-123	LF	\$11.33	-\$1393.59
654A-005	Solid Sodding (Emerald Zoysia)	60	SY	\$7.35	\$441.00
660K-000	Pinestraw Mulch	-80	EA	\$4.02	-\$321.60
703A-002	Traffic Control Markings, Class 2, Type A	300	SF	\$3.95	\$1185.00

TOTAL ADD to the contract - \$39,287.17

The following items are also required. These items are new items and will be added to the contract in a supplemental agreement.

Pay Item	Description	Qty	Unit	Cost	Total
623C-003	Combination Curb and Gutter Type C (Modified) Class 6, Aluminum Flat Sign Panels 0.08" Thick of Steel	115	LF	\$14.98	\$1722.70
710A-126	Flat Sign Panels 14 Gauge (Type IX Background)	40	SF	\$22.00	\$880.00

TOTAL for Supplemental Agreement - \$2,602.70

Please forward this letter and attachments with a letter of your concurrence to ALDOT. If you have any questions, please do not hesitate to call.

Sincerely,



Alicia N. Bailey, P.E.
AL Registration #26339

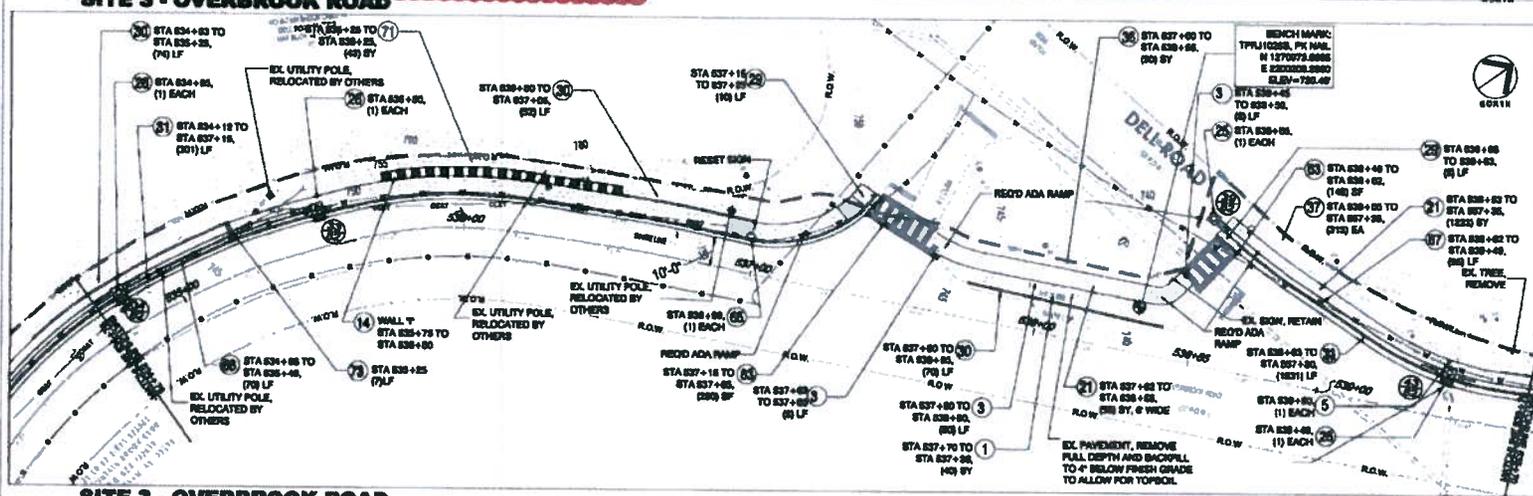
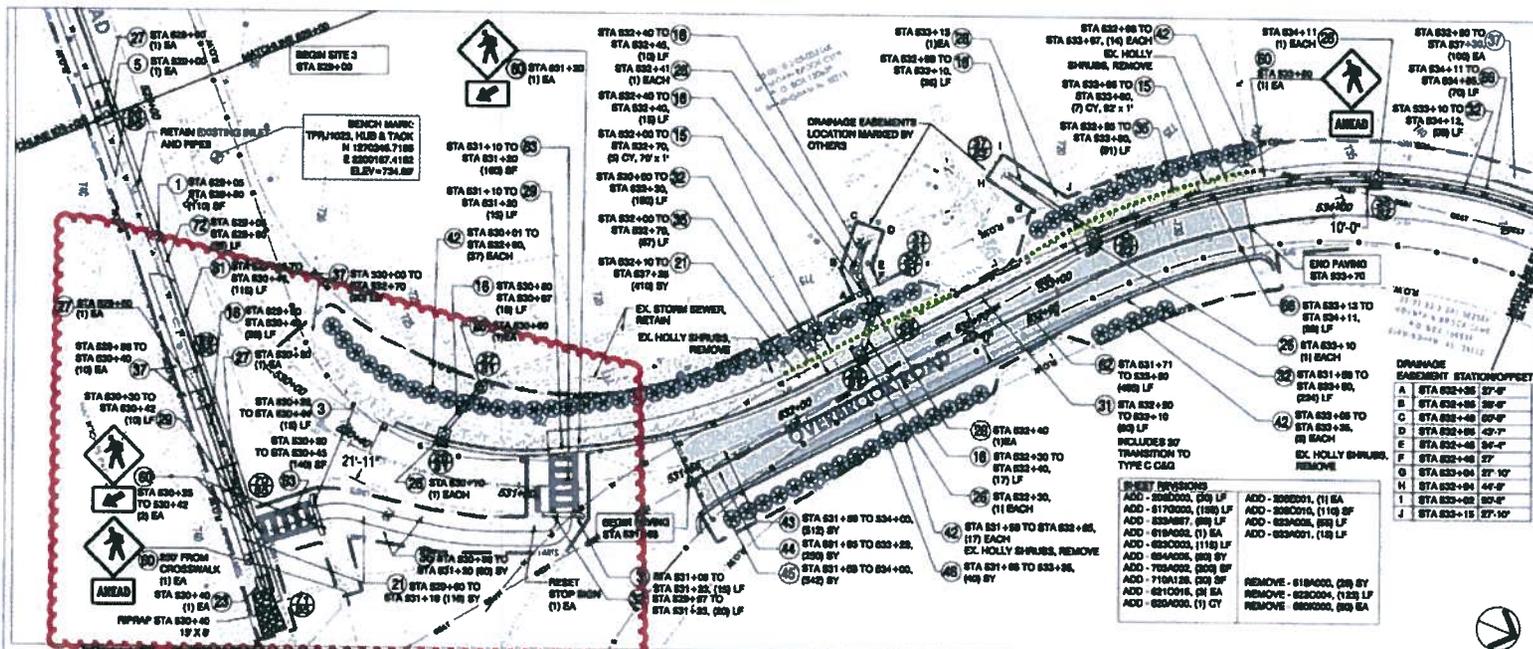


Mr. Sam Gaston
March 21, 2013
Page 3



PROJECT NO	REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
074-2	074-2	2012	9

PROJECT NOTES	QTY	NOTES
202	203	206
209	210	212
213	218	220
221	222	223
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RESPONSIBLE PE:	SUPERVISOR:	DESIGNER: MOBRCC	PLAN SUBMITTAL:	ALABAMA DEPARTMENT OF TRANSPORTATION VILLAGE TRAIL SYSTEM PHASE II CITY OF MOUNTAIN BROOK, JEFFERSON COUNTY	HORIZ. SCALE (FEET)	SHEET TITLE: PLAN - SITE 3 OVERBROOK ROAD STA 622+00 TO STA 622+70	ROUTE:
DATE:	DATE:	DATE: 10/05/11			0 40		

APPENDIX 4

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MARCH 25, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the temporary City Hall at 7:00 p.m. on Monday, the 25th day of March, 2013. The President of the City Council called the meeting to order and the roll was called with the following results:

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

Absent: None

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the March 11, 2013 meeting of the City Council.

2013-048	Express opposition to HB257 and SB217 that would prohibit the imposition of a business license tax by a county or municipality on the rental of residential real estate on a per unit basis unless the tax was imposed before January 1, 2013.	Exhibit 1, Appendix 1
2013-049	Award the bid for bonded moving services to Armstrong Relocation & Companies with respect to the relocation of the municipal complex contents from its temporary locations at Building No. 8 Office Park Circle and 3928 Montclair Road to 56 Church Street in Crestline.	Exhibit 2, Appendix 2
2013-050 Proclamation	May 2013 proclaimed Healthy Vision Month.	Exhibit 3
2013-051	Ratify a change order to Brasfield & Gorrie, LLC, for the installation of a rooftop screen at the municipal complex.	Exhibit 4, Appendix 3
2013-052	Recommend the issuance of an ABC license to Deborah Stone Ventures LLC (dba\The Pantry) located at 17 Dexter Avenue.	Exhibit 5, Appendix 4
2013-053	Ratify a change order to Alscan for the installation of a jail control panel for the municipal complex.	Exhibit 6, Appendix 5
2013-054 Motion	Authorize the City Manager to send two letters to ALDOT with respect to the City approval of and request for additional funds for the Phase 6 sidewalk project.	Appendix 6

2013-055 Authorize Brasfield & Gorrie to proceed with certain [latent
Motion conditions] change orders with respect to the municipal complex
project.

Appendix 7

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 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
Jesse S. Vogtle, Jr.
William S. Pritchard III

Nays: None

Council President Smith thereupon declared that said minutes, resolutions (2013-048 through 2013-053) and motions (2013-054 through 2013-055) are adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 1887) PROVIDING FOR A STOP SIGN ON GERALD PLACE AT ITS INTERSECTION WITH NORTH LANE AND PROVIDING PUNISHMENT FOR VIOLATIONS THEREOF (APPENDIX 8)

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

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1887) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

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, April 8, 2013 at the [temporary] Mountain Brook City Hall located at 3928 Montclair Road, Suite 230, Mountain Brook, Alabama 35213. Please visit the City's web site (www.mtnbrook.org) 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

EXHIBIT 1

RESOLUTION NO. 2013-048

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2013-049

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

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

APPENDIX 2

EXHIBIT 3

PROCLAMATION (2013-050)

Healthy Vision Month

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

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

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

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

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

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

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

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

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

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

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

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

HEALTHY VISION MONTH IN MOUNTAIN BROOK, ALABAMA

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

EXHIBIT 4

RESOLUTION NO. 2013-051

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

APPENDIX 3

EXHIBIT 5

RESOLUTION 2013-052

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

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

APPENDIX 4

EXHIBIT 6

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

APPENDIX 5

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

SB217

By Senators Figures, Keahey, Whatley, Ward, Blackwell, Allen, Scofield, Smitherman, Reed, Beasley, Fielding, Pittman, Glover, Bussman, Marsh, Brewbaker, Orr, Bedford, Ross, Holtzclaw, Smith, Irons, Coleman and Dunn

RFD Judiciary
Rd 1 14-FEB-13

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

**A BILL
TO BE ENTITLED
AN ACT**

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

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

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

PROPOSED AMENDMENT

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

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

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

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

<http://alisondb.legislature.state.al.us/acas/searchableinstruments/2013rs/bills/sb217.htm> 3/13/2013

"Proposed by Act _____."

This description shall be followed by the following language:

"Yes () No ()."

- Constitutional Amendments
- Business Licenses
- Taxation
- Civilians
- Municipalities
- Elections
- Real Estate
- Property, Real and Personal
- Licenses and Licensing

<http://alisondb.legislature.state.al.us/acas/searchableinstruments/2013rs/bills/sb217.htm> 3/13/2013

From THE ALA. LEAGUE OF MUNICIPALITIES

Legislative Alert

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

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

Key Talking Points Regarding this Legislation:

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

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

Action Step

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

APPENDIX 1

INTEROFFICE MEMORANDUM

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

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

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

APPENDIX 2

City of Mountain Brook

ARMSTRONG RELOCATION & COMPANIES

Relocation Proposal, 3/13/13

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

PROPOSAL CERTIFICATION

ARMSTRONG RELOCATION & COMPANIES

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

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

This response package was prepared by:

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

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

APPENDIX 2

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

EROW SERVICES BY LOCATION

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

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

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

Quan.	Description	Cost	Total
Packing Materials			
0	Autofold	\$2.50	\$0.00
0	3-D Ctn	N/A	\$0.00
0	4-S Ctn	N/A	\$0.00
0	Dish Barrel	N/A	\$0.00
0	Mirror Ctn	N/A	\$0.00
0	Wardrobe Ctn.	N/A	\$0.00
0	TV Ctn	N/A	\$0.00
0	Paper pad	N/A	\$0.00
0	Packing Paper (6s.)	N/A	\$0.00
0	Bubble Wrap	\$20.00	\$0.00
0	Packing Tape	N/A	\$0.00
0	Blue 3M Tape	N/A	\$0.00
0	Anti-Static Bags	\$2.00	\$0.00
0	Move Labels	\$0.07	\$0.00
0	Security Ties	\$0.00	\$0.00
Total Material and Delivery Charges \$0.00			

Day	Rate	Hours	Rate	Item Cost
Day 1 (10:00am - 5:00pm) Break down				
Straight Truck	\$32.00	1	6	\$192.00
Transportation Van	\$90.00			\$0.00
Driver	\$32.00	1	6	\$192.00
Helper	\$32.00	5	6	\$960.00
Supervisor	\$32.00	0		\$0.00
Project Manager	\$45.00	0		\$0.00
Early crew to disconnect cable / truck systems** see below for additional crew strength				
Total Labor				\$1,344.00
Day 2 (10:00am - 5:00pm) Break down				
Straight Truck	\$32.00	2	12	\$768.00
Transportation Van	\$90.00			\$0.00
Driver	\$32.00	2	12	\$768.00
Helper	\$32.00	17	12	\$6,528.00
Supervisor	\$32.00	1	12	\$384.00
Project Manager	\$45.00			\$0.00
Total Labor				\$8,448.00
Day 3 (Office Park)				
Straight Truck	\$32.00	3	12	\$1,152.00
Transportation Van	\$90.00			\$0.00
Driver	\$32.00	3	12	\$1,152.00
Helper	\$32.00	16	12	\$6,144.00
Supervisor	\$32.00	1	12	\$384.00
Project Manager	\$45.00	1	12	\$540.00
Total Labor				\$9,372.00
Peripheral Services				
	Fuel Surcharge	\$	23.00	\$0.00
\$ 100,000	Fuel Replacement Valuation @ \$1.00 per \$1,000	\$	900.00	\$900.00
	ETC. Driver Discounts & Incentives	\$	90.00	\$0.00

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

1	**3rd party cubicle services to work early night to knock down and stage systems furniture	\$ 6,451.00	\$6,451.00
		Total Peripheral Charges	\$7,351.00
Total Charges Summary			
Material & Equipment Charges			\$0.00
Day 1 (10:00am - 5:00pm) Break down			\$1,344.00
Day 2: (10:00am - 5:00pm) Break down			\$8,448.00
Day 3: Office Park			\$9,372.00
Peripheral Services			\$7,351.00
Pricing for trucks and man-- materials excluded per RFP			\$26,515.00

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

SCOPE OF WORK

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

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

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

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

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

Acceptance of Proposal

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

Printed: Lawrence T. Oden Signed: [Signature] Date: 3/25/13

Declaration of Valuation (PLEASE INITIAL OPTION)

OPTION 1: Basic Liability \$ 0.60 per pound per article Initial: _____
 OPTION 2: Full Replacement Valuation @ \$9.00 per \$1,000 of Coverage Initial: _____
 Declared Value: \$ 100,000 Signed: [Signature] Date: 3/25/13
 -If neither Option 1 or Option 2 is chosen claims will be settled at \$ 0.30 per pound per article

Terms Agreement

COD - Collect on Delivery

OPTION 1: Certified Check / Money Order for Total Flat, Fixed Bid Amount Initial: _____
 must be provided to Project Manager at time of arrival to job site.
 OPTION 2: Credit Card: VISA _____ M/C _____ Initial: _____
 Cardholder's Name: _____ Expiration Date: _____
 Address: _____

Pre-Payment

OPTION 1: 100% Pre-Payment Payment Date: _____ Initial: _____
 OPTION 2: 50% Down, 50 % Project Start Initial: _____
 Pre-Pay \$13,257.50 due upon contract signing. Pre-Payment Date: _____
 Project \$13,257.50 due upon first day of project service. Payment Date: _____
 Remaining Balance - Change Orders, if applicable, due net 10 days from date of final invoice.

Invoice Information / Apply for Credit _____

Company Name: _____ Contract Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

Terms Agreement Signature (Total Amount Due)

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

Printed: Lawrence T. Oden Signed: [Signature] Date: 3/25/13

APPENDIX 2

Valuation Levels

Full-value protection (FVP) provides for protection of all Company-owned assets, up to the amount of coverage you declare. Depreciation is not a factor in determining the replacement value of the lost or damaged item. An additional charge of 9.00 per \$1000.00 of coverage will apply for FVP coverage. The minimum declared value of your shipment must be at least \$10,000 of coverage, and \$10,000 for every \$1000 of invoice. If no additional damage coverage is requested claims will be settled at \$.50 per pound per article.

Loss & Damage TERMS AND CONDITIONS

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

Signature: [Signature] Date: 3/25/13

Claims Procedure

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

Certificates of Insurance

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

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

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

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

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either (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 the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to the City with or without 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.

- Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - "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.
 - "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.
- 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.
- 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,

Page 1 of 3

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 has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

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

DATED this 25th day of March, 2013.

Armstrong Relocation & Companies

City of Mountain Brook, Alabama

By: _____

By: [Signature]

Its: _____

Its: Mayor

APPENDIX 2

Bonded Moving Services Bid Tabulation
City of Mountain Brook, Alabama
March 13, 2013, 2 p.m.

Base Bid	Moving Containers		Fee for \$100,000 Insurance for Servers
	Cardboard Disposable	Plastic Returnable	
25,615.00	\$7.50/each	\$900.00	900.00
33,630.00	\$2.90/each	\$900.00	900.00
38,537.92	\$2.00/each	N/A	900.00
No bid	No bid	No bid	No bid

\$25615 + 900 + 900 = \$27415 + BUSES

INVITATION TO BID FOR BONDED MOVING SERVICES
CITY OF MOUNTAIN BROOK, 3828 MONTCLAIR ROAD, SUITE 230
MOUNTAIN BROOK, ALABAMA 35213

BID DOCUMENT COVER SHEET

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

To Whom It May Concern:

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

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

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

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

[Signature]
 Saffir S. Gaston, City Manager / Purchasing Agent

BIDDER Armstrong Relocation BY Jia Haberstick Barry Struck

ADDRESS 212 Total Solutions Way FEIN 63-0719728

CITY Alabaster STATE AL ZIP 35007

TELEPHONE 205-942-1625 E-MAIL BSaunders@GoArmstrong.com

LUMP SUM BID AMOUNT FOR BONDED MOVING SERVICES \$ 265,150

UNIT PRICE FOR DISPOSABLE CARDBOARD PACKING BOXES (quantities to be determined by City) \$ 2.50 ea

UNIT RENTAL PRICE FOR RETURNABLE PLASTIC MOVING CONTAINERS (quantities to be determined by City) \$ 7.50 ea per wk

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized:

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

[Signature]
 Notary Public

Include 100,000 unitatio w/cost of 90

Form W-9 Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Armstrong Relocation Companies
Business name, registered entity name, if different from above

Check appropriate box for federal tax classification:
 Independent contractor
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C-C or S corporation, Partnership) in **Part I**
 Other (see instructions) **1**

Address (number, street, and apt. or suite no.)
212 Total Solutions Way
City, state, and ZIP code
Alabaster, AL 35007

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am requesting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below).
Certification instructions: You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: _____ Date: 1/22/13

General instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Purpose of Form
A person who is required to file an informational return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person including a resident alien, to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien.
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Civil No. 102218 Form W-9 (Rev. 12-2011)



ARMSTRONG RELOCATION & COMPANIES

Services Overview



Armstrong Relocation and Companies
212 Total Solutions Way
Birmingham, Alabama 35007
Tel. (800) 876-4745
www.armstrongrelocation.com

Executive Summary

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

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

Other divisional offices:

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

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

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

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

In 2013, Armstrong was approved for the GSA Federal Supply Schedule for commercial moving and related services as it relates to the following schedules:

- **Schedule 48, SIN 653.8 – Office Relocation:** A full range of services to remove the existing office furniture, equipment and related supplies from the existing location, transport the items to the new location, and place them according to the direction of the federal agency... pre-move planning, relocation plan designing, packing materials, packing/ crating, loading/ unloading, delivery and setup.
- **Schedule 874V, SIN 874.503 – Distribution and Transportation Logistics:** Planning, designing, implementing or operating systems or facilities for the movement of supplies, equipment or people... typical tasks include moving and storage (excluding household goods)... freight forwarding.
- **Schedule 48, SIN 431.3 – Transportation Consulting Services:** Assistance in spend analysis, benchmarking, best practices evaluations... performance metrics, outsourcing studies... requirements analysis, policy review, audit analysis... on the full range of transportation and assessorial services to fulfill requirements for one or modes of transportation.

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

Financial Stability

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

Mission

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

Line of Business (LOB)

Armstrong provides services in the following areas:

Project Management

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

FF&E Installation & Liquidation

- Quality Trained Specialists Experienced In all Furniture & Fixture Lines

Inventory Management

- Proprietary Technology for Complete Asset Management Services

Warehousing

- Global Footprint of Professionally Staffed Warehouses

Project Management

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

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

FF&E Installation & Liquidation

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

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

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

Inventory Management

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

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

Warehousing

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

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

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APPENDIX 2

Technology

AMS

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

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



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Response:

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

REFERENCES

Brookwood Medical Center / Tenet Health
2010 Brookwood Medical Center Drive
Birmingham, AL 35209

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

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

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

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

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

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Carraway Medical Center
Birmingham, AL
(Closure and Liquidation)

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

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

Jesse S. Vogtle, Jr.
Partner, Attorney At Law
Balch & Bingham LLP
1901 56th Avenue North
Suite 1500
Birmingham, Alabama 35203-4642
(205) 226-3465

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

Residence Inn by Marriott
1200 Hilmar Court
Montgomery, Alabama 36117

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

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

CURRENT PROJECTS:

- Princeton Baptist Medical Center – Birmingham, AL 35211
Warehousing, Installation and Relocation Services for hospital expansion encompassing equipment totaling \$1,995,000 along with the facility expansion totaling 90,000 square foot of space to house new rooms for operations and other procedures, new waiting, admissions areas and main entrance scheduled for 2012.
- POC: Mary Niles, Mitchell's Project Director, Mitchell Associates, 630 Dundee Road, Suite 340, Northbrook, Illinois 60062. (847) 412-0300 x 222; mnilles@mitchellplanning.com
 - Armstrong Project Management: Jim Haberstroh and William Carroll



Children's of Alabama

Children's of Alabama – Birmingham, AL

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

Current Project Team:

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

Project Scope as Relocation Specialist:



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

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

REFERENCES - RELOCATION OF LIBRARY RECORDS, PERIPHERALS

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

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

5. Name of Institution: University of Alabama at Birmingham
Address: 620 Admin. Building; 701 20th St. South; Birmingham, AL 35294
Contact Person: Erkine Johnson
Phone No./Email Address: (205) 934-8403 / erjohn@uab.edu
No. of volumes moved: 334,000 (Lister Hill Library Relocation)
6. Name of Institution: Samford University
Address: 800 Lakeshore Drive; Homewood, AL 35209
Contact Person: Dan Connell
Phone No./Email Address: (205) 726-2537 / dconnell@samford.edu
No. of volumes moved: 551,000
7. Name of Institution: Georgia State University
Address: One Park Place S, Suite 901; Atlanta, GA 30302
Contact Person: John A. Jones, Buyer III
Phone No./Email Address: (404) 413-3157 / johnjones@gsu.edu
No. of volumes moved: 105,600 (Jan/Feb 2008)
8. Name of Institution: The Birmingham News Company
Address: 2201 Fourth Ave. N; Birmingham, AL 35203
Contact Person: Ellen B. Williams
Phone No./Email Address: (205) 325-2217 / ewilliams@bhamnews.com
No. of volumes moved: 1,500
9. Name of Institution: Trussville City School System
Address: 601 Parkway Drive; Trussville, AL 35173
Contact Person: Anthony Montalto; Transportation/Support Services Director

Phone No./Email Address: (205) 661-3777 / (205) 228-3000
No. of volumes moved: 150,000+ (2 school libraries)

10. Name of institution: Balch & Bingham, LLP
Address: 1901 Sixth Ave. N, Suite 2600; Birmingham, AL 35203
Contact Person: Gary DeLoach
Phone No./Email Address: (205) 488-5545 / gdeloach@balch.com
No. of volumes moved: 150,000+ (3 law libraries)

11. Name of institution: Auburn University
Address: Facilities Division; Auburn, AL 36849
Contact Person: Laura Fox
Phone No./Email Address: (334) 703-0214 / lsf0001@auburn.edu
No. of volumes moved: 50-75 commercial moves per annum, including records and periodicals

12. Name of institution: Regions Financial Corporation
Address: PO Box 11007; Birmingham, AL 35288
Contact Person: Melba Early
Phone No./Email Address: (205) 326-5120
No. of volumes moved: Records - Annual moves, storage

13. Name of institution: University of South Alabama
Address: Administration Building 165; Mobile, AL 36688
Contact Person: Melissa Wold
Phone No./Email Address: (251) 460-6253 / mwold@usouthal.edu
No. of volumes moved: 100,000+ (Registrar's Office)

14. Name of institution: Altec Industries
Address: 710 Inverness Center Drive; Birmingham, AL 35242
Contact Person: Jack Frantz
Phone No./Email Address: (205) 991-7733
No. of volumes moved: Records - Annual Moves, Storage

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

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



Armstrong Relocation - Birmingham, AL

WILLIAM W. CARROLL, President

Work Experience

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

Education

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

Community Involvement

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

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

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

Qualifications relating to Children's Hospital of Alabama project

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

BARRY H. SAUNDERS, Operations

Work Experience (Armstrong)

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

Education

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

Awards

- 6 Time President's Club Honoree

Community Involvement

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

JAMES J. HABERSTROM, Division President - AMS

Work Experience

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

Education

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

Awards and Accomplishments

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

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

Qualifications relating to Children's Hospital of Alabama project

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

LARRY HAUETER, AMS Systems Manager

Work Experience

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

Education:

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

MARK A. LONG, Project Manager

Work Experience

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

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

NewSouth Distribution provided "last mile" logistics services to residential, office, commercial and industrial customers. In our tenure, we delivered a variety of items too numerous to list. Our customers included La-2-Boy, Sam's Wholesale, Lowe's, Home Depot, Storehouse Furniture, Mark's Fitzgerald, American Woodmark Cabinets, Rooms to Go and Cost Plus World Market.

(The remainder of this page intentionally left blank)



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

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

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

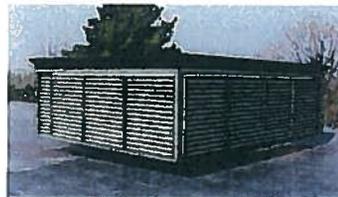


The Ohio State University Foundation Columbus, Ohio

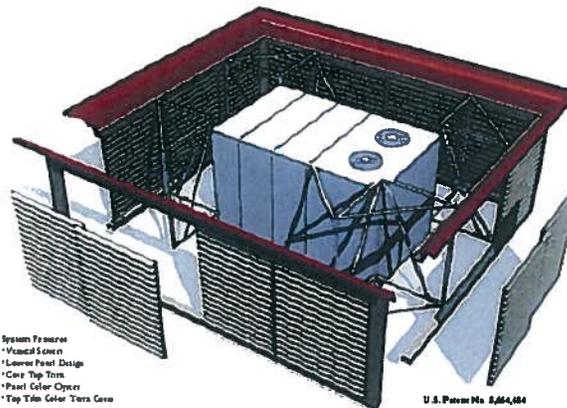
chillers, air handlers, power exhausts, roof stacks, communication equipment, dumpsters - you name it!

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

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



3" Top Trim in Terra



- System Frameless
- Vertical Screen
- Louver Panel Design
- Custom Top Trim
- Panel Color Overlay
- Top Trim Color Terra Coat

U.S. Patent No. 8,664,684

www.cityscapesinc.com

BRASFIELD & GORRIE L.L.C.										
ESTIMATE WORKSHEET										
PROJECT: Meridian Brook Municipal Complex				PAGE NUMBER: 1						
LOCATION: Meridian Brook, AL				DATE: 03/18/13						
ARCH/ENGR: Williams Blackstock Architects				SUMMARY BY: BT						
DESCRIPTION: RFP #30 - Add Screen Wall Structure around Roof Top Unit				PRICED BY: BT						
				CHECKED BY: RM						
ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		SUB/EQUIP		TOTAL
				Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub Price	
1	Material Hauling - Brasfield & Gorrie	8	mb	0.00	0.00	25.00	150.00	0.00	0.00	150.00
2	Daily Clean up of Roof Area - Brasfield & Gorrie	8	mb	0.00	0.00	20.00	160.00	0.00	0.00	160.00
3	Temporary Protect Finished Roof Area - Brasfield & Gorrie	6	mb	0.00	0.00	20.00	120.00	0.00	0.00	120.00
4	CityScapes Screen Wall (Furnish and Install) - CityScapes	1	sq	0.00	0.00	0.00	0.00	11,600.00	11,600.00	11,600.00
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
SUB TOTAL				0		430		11,600		12,030

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

Material Tax		3.00%	0
PR/Tax/Insurance (Labor)	48.19%		207
Insurance/Bonds/Permits	1.50%		180
Overhead and Profit	10.00%		1,243
TOTAL			\$11,699

Step 1: Choose a Canted or Vertical System



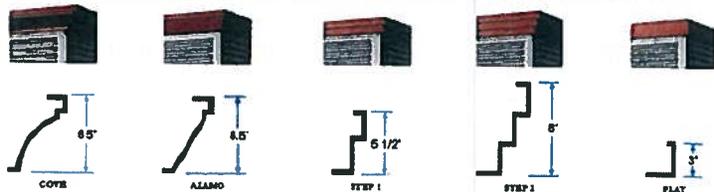
Enviro screens are the perfect alternative to parapet walls and they satisfy even the strictest screening code requirements. Both styles feature our patented attachment method, which secure our screens directly to the equipment with no rooftop penetration. Screen heights are available to screen virtually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

Step 2: Decide on a Panel Design



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

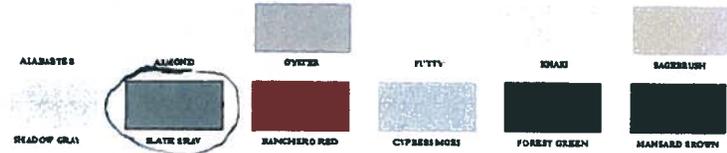
Step 3: Select a Top Trim (optional)



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

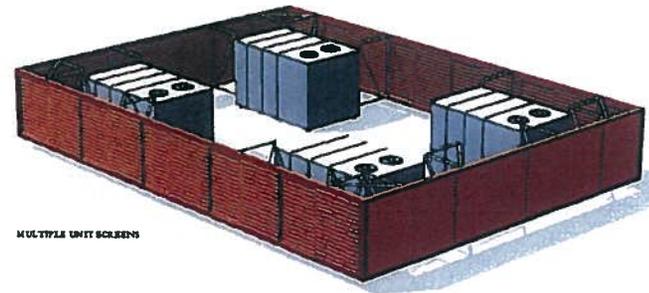
www.cityscapesinc.com

Step 4: Pick a Designer Color



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

Step 5: Custom Designed Solutions



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

www.cityscapesinc.com



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130319140826844



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$150.00 County: \$75.00
 Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$150.00 County: \$75.00
 Trade Name: THE PANTRY Filing Fee: \$100.00
 Applicant: DEBORAH STONE VENTURES LLC Transfer Fee:
 Location Address: 17 DEXTER AVENUE MOUNTAIN BROOK, AL 35213
 Mailing Address: 2006 DEAD HOLLOW RD N HARPERSVILLE, AL 35078
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
 Sale of Products Containing Ephedrine: NO Type Ownership: LLC
 Book, Page, or Document info: 20080212000057100 Do you sell Draft Beer: Y
 Date Incorporated: 02/12/2008 State incorporated: AL County Incorporated: SHELBY
 Date of Authority: 02/12/2008 Alabama State Sales Tax ID: R008295315

Name:	Title:	Date and Place of Birth:	Residence Address:
DEBORAH D STONE 3734788 - AL	MEMBER	07/25/1958 CULLMAN, AL	7309 KINGS MTN CIR BIRMINGHAM, AL 35242

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: DEBORAH STONE Home Phone: 205-370-2774
 Business Phone: 205-803-3585 Cell Phone: 205-370-2774
 Fax: E-mail: STONEHOLLOWFARM@HUGHES.NET

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: License 1:
 Applicant: License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20130319140826844



If applicant is leasing the property, is a copy of the lease agreement attached?
 Name of Property owner/lessor and phone number: DEBORAH STONE VENTURES LLC 205-370-2774
 What is lessors primary business? RETAIL
 Is lessor involved in any way with the alcoholic beverage business? YES
 Is there any further interest, or connection with, the licensee's business by the lessor? YES
 Does the premise have a fully equipped kitchen? NO
 Is the business used to habitually and principally provide food to the public? YES
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES
 Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 1400 Display Square Footage:
 Building seating capacity: 50 Does Licensed premises include a patio area? YES
 License Structure: ONE STORY License covers: ENTIRE STRUCTURE
 Number of licenses in the vicinity: 5 Nearest: 1
 Nearest school: 4 blocks Nearest church: 8 blocks Nearest residence: 1 blocks
 Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20130319140826844



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20130319140826844



Private Clubs / Special Retail / or Special Events licenses ONLY

Initial each

DS

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

DS

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

DS

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

DS

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

DS

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

DS

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

DS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

DS

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

Applicant Name (print): DEBORAH Stone

Signature of Applicant: Deborah Stone

Notary Name (print): Valencio Johnson

Notary Signature: Valencio Johnson Commission expires: 1-4-14

Application Taken: 3/13/13 App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?: LESSOR IS THE LICENSEE

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



March 18, 2013

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

Mr. Steve Boone,

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Tourtellotte", is written over a horizontal line.

Daniel Tourtellotte
 Alscan, Inc.

APPENDIX 5



2013-054

CITY OF MOUNTAIN BROOK

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

SAM S. GASTON
CITY MANAGER

March 26, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

We are forwarding letters from Sain Associates regarding the addition of handrail along portions of the sidewalk on Overcrest Road and Old Leeds Road. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

Sincerely,

Sam Gaston
City Manager

Attachments



2013-054

CITY OF MOUNTAIN BROOK

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

SAM S. GASTON
CITY MANAGER

March 26, 2013

Ms. Geneva Brown
County Transportation
ALDOT 3rd Division
1020 Bankhead Highway
Birmingham, AL 35202

SUBJECT: Mountain Brook Village Walkway System, Phase 6
CMAQ-9802(921)
Jefferson County

Dear Ms. Brown:

We are forwarding letters from Sain Associates and Walker Patton regarding the revised crosswalk at the Overbrook and Cherokee Road intersection. We have reviewed the attached information and concur with adding this cost to the project. We request ALDOT's approval of this information.

If you have any questions, please do not hesitate to call.

Sincerely,

Sam Gaston
City Manager

Attachments

Minute Book 85

543

LATENT CONDITIONS- COSTS NOT FINAL			Status			Comments	
Number	Description	Budgeted Value	Open	Pending	Approved		Allocated by BOC
1	Site Demolition	38,000.00	X				Removal of bad fill material and old sidewalk. Work still on-going, pricing not finalized Spent over 100k to date
2	Floor Patch at VCT and Hard tile locations	\$ 5,000.00	X				Extent of Work & Pricing has not been established
3	Structural Steel	\$ 30,000.00	X				Back levels and Roof Edge Steel on site was not usable, Add cat walk at utility yard for equipment access, price estimated and not final
4	Site pole light tie-in to building	\$ 11,400.00	X				pole in front of Dr. Alexander's Office. Griffin electric providing pricing, order of magnitude is currently shown
5	Additional posts & steel on Monumental Stairs	\$ 8,500.00	X				Improve strength of railing by adding posts and internal steel
6	Waterproofing at foundation walls approx. 400lf	\$ 27,000.00	X				
7	Vertical Below Grade Expansion Joints	\$ 16,000.00	X				
Subtotal of Budgeted Items, Costs Not Final		135,900.00					
Remaining Latent Condition Allowance in Contract		44,929.00					
Overage of Latent Conditions Costs		91,871.00					

Motion
2013-055

APPENDIX 7

CHANGE ORDER REQUESTS/ Costs not Final			Status			Comments	
Number	Description	Budgeted Value	Open	Pending	Approved		Allocated by BOC
1	Conduit from roof to Server room for Antennae	7,200.00	X				Griffin Electric provided order of magnitude pricing of \$10,000, performing work on time and material bases to track costs.
2	Retaining Wall & drainage at parking deck entrance	25,500.00	X				Retaining Wall/Curb/Area Drain added to better control water at parking deck entrance area, over excavate soft material, backfill with stone
3	Screen Wall at Police High Roof or Painting Roof top HVAC Units	\$ 13,659.00	X				Pricing Approved
4	Increase height of wood fence, Stained & Capped	\$ 10,000.00	X				Fence is now 10'6" awaiting stain color
5	Police Antenna Steel posts and roof work	\$ 4,500.00	X				For Police Antennas system provided by others
6	Time Capsule & Signage for time capsule	\$ -			X		
7	Electrical work at Apparatus bay for added door controllers	\$ -			X		
8	Card Reader change to inside elevator cabs	\$ 4,800.00	X				elevator cost only, any Alscan cost will be submitted by them directly to City
9	Alscan change in jail door controller & added devices	N/A	X				Alscan works directly for City, identifying additional costs for information only
10	Paint alscan brackets at exterior of police building	\$ 1,000.00	X				Brackets only come in white which would stand out on building facade
11	Increase height of chain link fence at Equipment Yard to 12'	14,841.00	X				Requested by WBA to better hide equipment
12	Fountain work for future Fountain	\$ 8,000.00	X				
13	Landscape Water tie-in at dentist	-					Not installing irrigation to Kevin Alexander's new island, City to water bushes for first year.
14	Emergency power to Fire	17,000.00	X				
15	PR #33 New Bronze Flagpole & Lights	7,500.00	X				
16	Vents for Covering exhaust/plumbing vents	3,000.00	X				
17	Add footers at future fountain	2,000.00	X				
18	PR #34 Chest Set	12,000.00	X				
19	UPS Power move in existing Police Building	6,500.00	X				
20	Disconnect for Server Room	3,997.00	X	X			
21	Pella Door and Hardware Correction	td	X				
Subtotal of Change Order Requests, Costs Not Final		141,497.00					

Ordinance NO. 1887

**AN ORDINANCE TO PROVIDE FOR A STOP SIGN
ON GERALD PLACE AT ITS INTERSECTION WITH NORTH LANE AND TO
PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF**

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

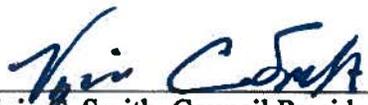
Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a northern direction on Gerald Place to pass its intersection with North Lane where there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (ten) feet of said intersection.

Section 2. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 3. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective when published as required by law.

ADOPTED: This 25th day of March, 2013.


Virginia C. Smith, Council President

APPROVED: This 25th day of March, 2013.


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 an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting on March 25, 2013, as same appears in the minutes of record of said meeting, and published by posting copies

APPENDIX 8

1887

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