

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MAY 13, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 13th day of May, 2013. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

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

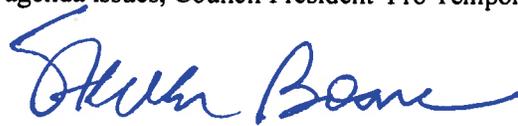
Absent: Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

**1. AGENDA**

1. Ann Sanders expressed her gratitude to the Mayor and members of the City Council for their efforts to alter the Alabama Department of Transportation's scheduled modifications to U. S. Highway 280.
2. Nimrod Long of Nimrod Long and Associates presented plans for the Cahaba River Park – Appendix 1.
3. Nimrod Long of Nimrod Long and Associates gave a project update on the Safe-Routes-To-Schools sidewalk project – Appendix 2.
4. Ben Burmester of Sain Associates gave an update on the Phase 6 Sidewalk Project update – Appendix 2A.
5. The fiscal 2014 City Council budget planning work session was scheduled for Tuesday, June 4, 2013 at 8:00 a.m.
6. The regular council meeting of Monday, May 27 will be moved to Tuesday, May 28 due to the Memorial Day holiday.
7. Discussion of the Finance Committee recommendation concerning its consideration of the merits of refinancing the City's outstanding general obligation warrants (Minute Book 85, pages 627-639).
8. Bob Easley requested that consideration be given to allow approved subdivision plat (combining two lots into one) to serve as an amended development plan for The Cove at Overton, 3180 and 3184 Overton Cove. (Resolution No. 2013-081 was added to the formal agenda.)
9. Dana Hazen gave an update on the City's newspaper racks – Appendix 3.
10. The 2012-2013 Leadership Mountain Brook Class gave a three group presentations on their respective proposed projects for the City – Information Boards (Appendix 4), Advanced Traffic Warning Signal on Old Leeds Road (Appendix 5), and Project Recycle (Appendix 6).

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



Steven Boone, City Clerk



**TRAIL INFORMATION**  
 TRAIL A 1200 LF 6"W, CONCRETE  
 TRAIL B 500 LF 4"W, CRUSHED STONE  
 TRAIL C 500 LF 6"W, CONCRETE

A CONCEPTUAL MASTER PLAN FOR  
**CAHABA RIVER PARK**  
 MOUNTAIN BROOK, ALABAMA  
**APPENDIX 1**  
 PREPARED BY NIMROD LONG AND ASSOCIATES



**Sam Gaston**

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**From:** Joel Eliason  
**Sent:** Thursday, May 09, 2013 1:47 PM  
**To:** Sam Gaston; Nimrod Long; Dave Giddens  
**Subject:** RE: Cahaba River Park

Here's a short summary of what is in the bid:

The current bid package includes Phase One of the park. This phase include tree protection, site grading and storm drainage, new parking lot, bioswale to treat parking lot run-off, primary concrete walking trail, foundation and pad for future pavilion, and curb and gutter along Overton Road. We will also receive prices for additive alternates for site planting, parking lot lighting, drinking fountain and hose bibs, secondary gravel walking trail, permeable asphalt paving in the parking lot, and a connection to a future Cahaba River Greenway.

We believe bids will be within the project budget for the base bid items and are optimistic that we'll be able to add some of the bid alternates as well.

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**From:** Sam Gaston [mailto:gastons@mtnbrook.org]  
**Sent:** Thursday, May 09, 2013 1:30 PM  
**To:** Joel Eliason; Nimrod Long; Dave Giddens  
**Subject:** RE: Cahaba River Park

Thank you. Will additional information on Cahaba River Park be coming from you for the agenda packet?

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

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**From:** Joel Eliason [mailto:JEliason@nimrodlong.com]  
**Sent:** Thursday, May 09, 2013 1:23 PM  
**To:** Nimrod Long; Sam Gaston; Dave Giddens  
**Subject:** RE: Cahaba River Park

Sam --

Nim asked that you include the Cahaba River Park schedule in the Council agenda packet:

Cahaba River Park is currently advertising for bids.  
Documents will be available for examination after May 13.  
Contractor pre-qualification submittals are due May 22 at 12 pm.  
Mandatory pre-bid meeting will be held May 29 at 2 pm.  
Bids are due June 6 at 2 pm.

Dave will email separately with the SRTS information for the packets. Let us know if you need anything else.

Joel Eliason

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**From:** Nimrod Long  
**Sent:** Tuesday, May 07, 2013 5:11 PM

APPENDIX I

**SRTS Re-Bid Timeline**

05-09-13

02-22-13 - Met with ALDOT to review procedure for revising drawing set. ALDOT said plans needed to be submitted, reviewed by 3rd Division, and sent to Construction Bureau in Montgomery by 03-08-13 to make the May 31, 3013 Bid Letting. If after 03-08-13 project would make June 28 Bid Letting.

02-25-13 to 03-06-13 - NLA revised all plan sheets affected, all quantities on Box Summary Sheets, all Drainage Summary Sheets, all Summary of Quantities sheets, typical Sections of sidewalk and curb, Cover Sheet and Stations of project Sites.

03-06-13 - NLA submit revised plan set to ALDOT for review.

03-06-13 to 03-22-13 - ALDOT 3rd Division reviewed and approved plans to plot new mylar drawings on 22x34 sheets required by ALDOT.

03-26-13 - Full set of mylar drawings issued to ALDOT by NLA. 3rd Division sent plans to Montgomery.

05-06-13 - NLA inquired and ALDOT (Renya Hooks) informed us that project is schedule for the June 28 Bid Letting. ALDOT Montgomery office still has to review the plans she said but any changes should be minimal. ALDOT will advertise and administrate the bidding.

APPENDIX 2

Mountain Brook Walkway System Phase 6  
 CMAQ-9802(921)  
 5/7/2013

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

	TOTAL ESTIMATE	FEDERAL FUNDS	CITY FUNDS
Roadway (Construction Cost plus CE&I)	\$ 1,829,763.10	\$ 1,463,810.48	\$ 365,952.62
Federal Non-Participation	\$ 6,526.54		\$ 6,526.54
Indirect Cost	\$ 250,286.28	\$ 200,229.02	\$ 50,057.25
<b>TOTAL:</b>	<b>\$ 2,086,575.92</b>	<b>\$ 1,664,039.50</b>	<b>\$ 422,536.41</b>

PROJECT COST CHANGES KNOWN AS OF 5/7/13

	CONSTRUCTION TOTAL	CE&I (15% OF CONSTR \$)	GRAND TOTAL	80% FEDERAL	20% CITY	REASON FOR COST CHANGE
Change Order 1	\$ 11,199.50	\$ 1,679.93	\$ 12,879.43	\$ 10,303.54	\$ 2,575.89	Required Erosion Control Items added for ADEM and ALDOT comments, Approved
Change Order 2	\$ (46,806.24)	\$ (7,020.94)	\$ (53,827.18)	\$ (43,061.74)	\$ (10,765.44)	Revised wall design for battered (sloped) face to meet clear zone requirements and for height, length, footer revisions
Change Order 3	\$ 5,007.12	\$ 751.07	\$ 5,758.19	\$ 4,606.55	\$ 1,151.64	Added Magnolia Trees as coordinated by City, NLA, and property owner, Not approved yet
Extra payment to Walker Patton					\$ 1,728.90	For Mr. Smith landscaping and Piassick/Moor shrubs, extra not approved from ALDOT
Anticipated Over/Under-runs	\$ 171,339.35	\$ 25,700.90	\$ 197,040.25	\$ 157,632.20	\$ 39,408.05	Approximate, anticipated over-runs for adjustments to meet field conditions
Knollwood Driveways	\$ 22,935.26	\$ 3,440.29	\$ 26,375.55	\$ 21,100.44	\$ 5,275.11	Approximate, revisions to driveways as required by ALDOT
Deletion of Minor Structure Concrete Walls	\$ (8,775.88)	\$ (1,316.36)	\$ (10,092.26)	\$ (8,073.81)	\$ (2,018.45)	Short walls have been determined to not be needed
Driveway revisions	\$ 45,018.67	\$ 6,752.80	\$ 51,771.47	\$ 41,417.18	\$ 10,354.29	Driveways (8) revisions
Wall J Battered Design	\$ 7,249.64	\$ 1,087.45	\$ 8,337.09	\$ 6,669.67	\$ 1,667.42	Waiting on contractor's official pricing, design is approved
Wall L and O						Will be repriced once redesign has been approved
Cherokee/Overbrook revision	\$ 38,082.90	\$ 5,712.44	\$ 43,795.34	\$ 35,036.27	\$ 8,759.07	Approximate, ALDOT still reviewing changes.
Handrail	\$ 37,765.00	\$ 5,664.75	\$ 43,429.75	\$ 34,743.80	\$ 8,685.95	Handrail on Old Leeds and Overcrest. Possibly may be able to delete on Old Leeds.
Asphalt Patch						ALDOT will not pay
Old Leeds Road Drainage Revision						Currently being reviewed by ALDOT. Revision may make it possible to delete handrail on Old Leeds.
Sanitary Sewer Relocation						To be paid 100% by City. Awaiting pricing from contractor.
<b>TOTAL:</b>	<b>\$ 283,015.32</b>	<b>\$ 42,452.30</b>	<b>\$ 325,467.62</b>	<b>\$ 260,374.09</b>	<b>\$ 65,093.52</b>	Approximate

NOTES:

The project funding summary includes the Roadway construction cost, federal non-participation costs, CE&I costs, and indirect costs.  
 Anticipated Over-runs and Under-runs are evaluated monthly.  
 Change Order 1 is approved  
 Change Order 2 is approved  
 Change Order 3 is pending, paperwork is in progress, all approvals are obtained

ESTIMATED SCHEDULE (pending weather and resolving pending issues):

Overcrest Road	May - June
Cherokee Road	May - June
Overbrook Road	May - June
Old Leeds Road	May - July
Shiloh Drive	May - July
Substantial Completion	August
Final Punch, paperwork, and closeout	August

## CITY OF MOUNTAIN BROOK



Dana O. Hazen, AICP  
 City Planner  
 56 Church Street  
 Mountain Brook, Alabama 35213  
 Telephone: 205/802-3821  
 Fax: 205.879.6913  
 hazend@mtnbrook.org  
 www.mtnbrook.org

## MEMO

DATE: May 9, 2013

TO: Mayor, City Council  
 City Manager  
 City Attorney

FROM: Dana Hazen, City Planner

RE: Newspaper Racks

APPENDIX 3

In talking with the Birmingham News Distributor it turns out that one city newspaper rack is being used in Mountain Brook Village (in front of Sneaky Pete's) and one in Crestline (in front of Tracy's); none in English Village.

### Crestline:

With regard to the rack in front of Tracy's, the News is only selling 1 paper on Wednesday, 3 papers on Friday and none on Sunday, so they are going to discontinue distributing to that set of newspaper racks, and have no problem with the City removing the racks at this location. The rack in front of Town and Country is not being utilized by the News. The paper is being sold inside Crestline Coffee and the Shell station.

### Mountain Brook Village:

The rack in front of Sneaky Pete's is selling 5-7 papers on Wednesday and on Friday; none on Sunday. They are going to continue to utilize this stand. The City's newspaper racks in front of Realty South (Cahaba) and along the west end of Culver Road are not being used by the News. The paper is being sold on private property in front of the Rite Aid in the Western Shopping Center.

### English Village:

The paper is being sold on private property in front of Continental Bakery and was being sold inside Joe Muggs (no longer in EV). The City's newspaper racks in EV are not being utilized by the News.

# Information Boards in Mountain Brook

## May 2013

Prepared by:  
*Alana Bartoletti*  
*Drew Dickson*  
*Brooks Glover*  
*Reid Parrott*  
*Anna Smith*

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**Group Description**

**I. Group Name**

Leadership Mountain Brook Information Board Group.

**II. Group Members**

Alana Bartoletti, Drew Dickson, Brooks Glover, Reid Parrott, Anna Smith.

**III. Group Summary**

Our group was created to develop and plan an idea to be put into place in Mountain Brook that would benefit the city.

**IV. Group Idea**

We would like to construct an information board in Crestline Village.

**V. Primary Function**

The primary function of this board is to allow chamber members to advertise their business and promotional events/sales. Also, the board will inform citizens of upcoming events in the city.

**VI. Location**

Mountain Brook High School  
3650 Bethune Drive  
Mountain Brook, AL 35223

**VII. Year Established**

2013

**VIII. Group Advisors**

Mrs. Amber Benson, Ms. Hannon Davidson.

**Executive Summary**

The information board will help inform the public of any upcoming events in Mountain Brook as well as provide a new way for merchants to advertise. Increasing the public's awareness will encourage more spending within the community and participation in local events. The board will display information regarding chamber members and upcoming local events. After installation is complete, the public works department will maintain the board.

**Project Description**

**I. Description of the Project**

The purpose of this information board would be to provide general information to the public about upcoming events in Mountain Brook. Also, Chamber members would be allowed to advertise promotional events, sales, and other information about their business.

**II. Project Objective**

The objective for this project is to provide an easily accessible advertising board for the businesses within Mountain Brook.

**III. Project Benefit**

The board would allow the general public to quickly receive information about the community and businesses in Mountain Brook.

**Market Analysis**

**I. Analysis of the Target Market**

The first target market will be any person who wants or needs information about Mountain Brook.

The second target market will be the customers or participants of the businesses that will advertise on the boards.

**Rationale:** This service will be available to anyone.

**II. Analysis of the Competition**

After a search of Mountain Brook's other informational services, the following businesses and locations offer similar services and products:

The Municipal Complex

Village Living

Over the Mountain Journal

None of these services provide the same convenience that the boards would be able to offer, and Chamber members would not have to pay to advertise on them.

## **Marketing Plan**

### **I. Product**

The board would provide the following products and services:

1. Advertising for Chamber Member Businesses
2. Fliers for special/community events
3. Public Notices
4. Additional important information about the community

### **II. Place**

Corner of Dexter and Church Street in Crestline Village

### **III. Price**

AGD Specialties has designed the board. Including delivery, it will cost \$6,800.  
Public Works will install the board.

## **Operating Plan**

### **I. Purchasing**

If approved, we will ask City Council to include the purchase of the board in their budget.

### **II. Production**

During Chamber members' monthly meetings, the merchants will decide who is responsible for reassembling the information for that month. The advertisements will be maintained by their respective businesses, and fliers will be replaced as they become outdated.

**Supplemental Material**



City of Mountain Brook  
Community Bulletin Board Signs  
4-23-2013

ARCHITECTURAL SIGNAGE  
PLANNING  
DESIGN  
INSTALLATION  
ARCHITECTURAL  
SPECIALTIES  
1100 N. GUYTON AVE.  
FAX: 205-978-9442  
2214 HUNTERVILLE ROAD  
ANNISTON, AL 35814  
All Design Right Reserved 2012

Crestline Village  
Proposed location for Community Bulletin Boards



Qty. of (1) vs qty. of (3)

Double-Sided Sign

# Community Information Boards

Alana Bartoletti, Drew Dickson, Brooks Glover,  
Reid Parrott, Anna Smith

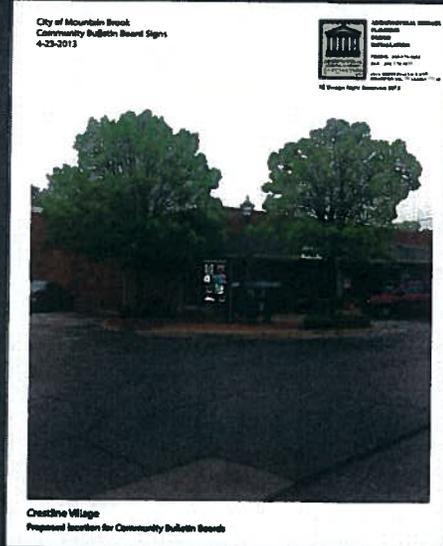
APPENDIX 4

## Our Goal



- To install an informational sign in Crestline Village
- Allow local businesses to advertise
- Inform the public of community events

# Location



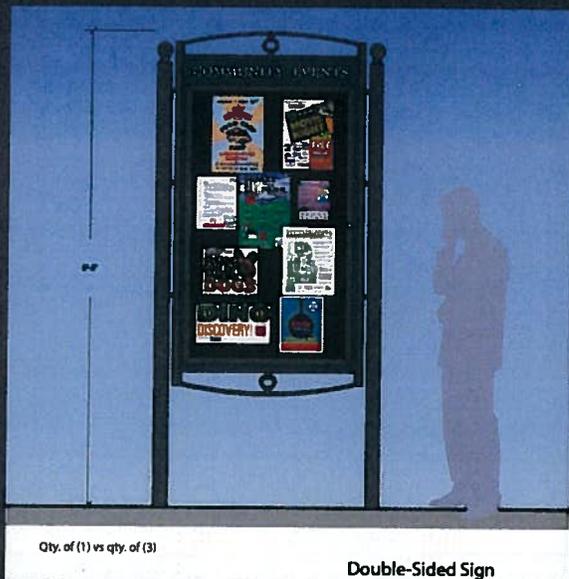
- Proposed location on corner of Church Street and Dexter Avenue

APPENDIX 4

# Aerial View



## Design



- Same size as maps previously constructed by AGD Specialties
- Both sides look the same
- Window can be locked

APPENDIX 4

## Cost

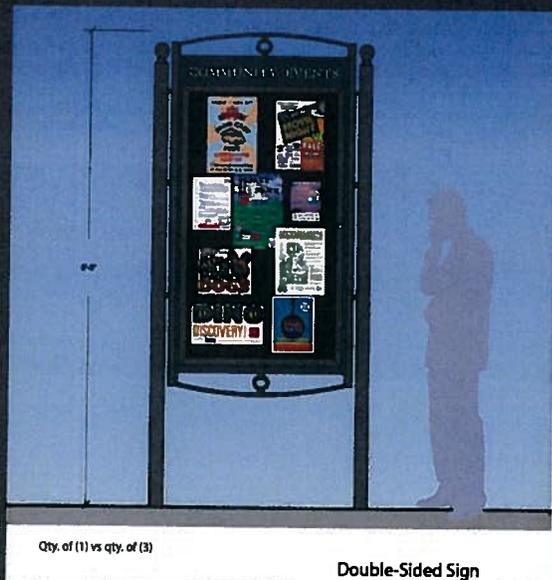
The price of one board is \$6,800.

This price includes materials, construction, and delivery.

Public Works would be able to install the board after delivery.

If our plan is approved, we would like City Council to include the cost of the board in their budget for the next fiscal year.

# Why we want to do this



Qty. of (1) vs qty. of (3)

Double-Sided Sign

APPENDIX 4

# Old Leeds Advanced Warning Flasher

**Prepared by:**

Reilly Blair

Tyler Jaffe

Mary Nix Roberson

Mary Grace Tracy

May 2013

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**Group Description**

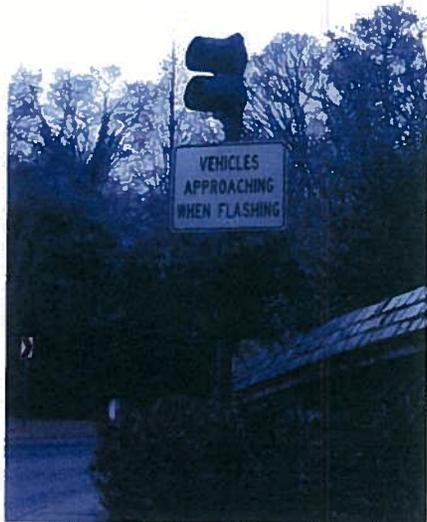
- Reilly Blair - 4228 Gaines Mill Circle 35213
- Stewart Harrington - 19 Pine Ridge Lane 35213
- Tyler Jaffe - 3436 Oak Canyon Circle 35243
- Mary Nix Roberson - 2905 Thornhill Road 35213
- Mary Grace Tracy - 7 Pine Crest Road 35223

The primary function of our project is to make the intersection of Old Leeds and Cherokee a much safer intersection by adding an Advanced Warning Flasher Signal to this intersection. The addition of this signal will help the flow of traffic by allowing people to more confidently turn at that intersection.

**Description of Signal**

This two-directional signal will warn cars entering Old Leeds from Cherokee of cars that are coming around the sharp bend off to the left. In addition, the signal will also warn cars heading on Old Leeds towards Cherokee of cars coming around the bend. This will allow people to be confident about turning out onto both roads and will facilitate traffic flow at that intersection . Additionally, it will help prevent any wrecks or traffic back-ups.

Traffic signal

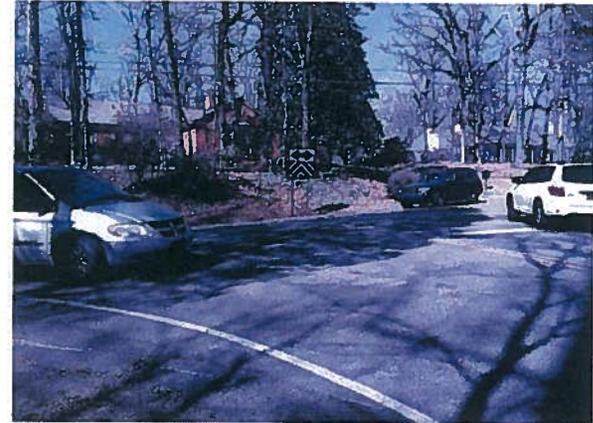


A similar signal on Cahaba Road near English Village.

Traffic Analysis

This intersection is heavily traveled throughout the day by people coming from 280 as well as students traveling to and from the High School. In addition, the sidewalk construction along Old Leeds Road will greatly increase the pedestrian traffic. Due to the sheer volume of traffic along this intersection, we feel it would be a worthy investment into the safety of anyone who travels through this intersection.

Traffic signal



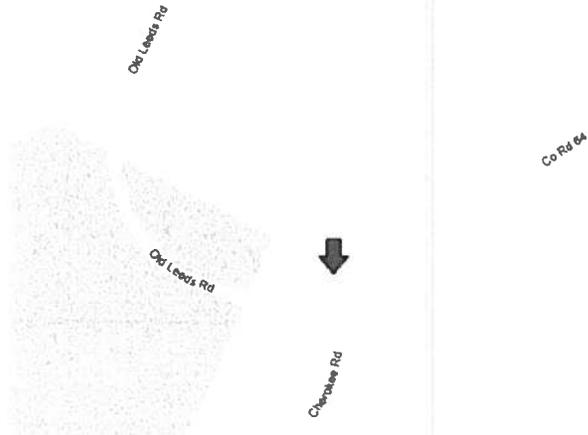
Traffic at intersection

Marketing Plan

A signal on Cahaba Road near English Village is a two way warning signal which cost around \$15,000 for signal and construction. It is projected that a one way signal would cost around \$10,000.

Traffic signal

Traffic signal



Location of advanced warning flasher

**Operating Plan**

**Contacts:**

Tyler Stone- contractor from Stone and Sons  
tstone@stoneandsons.com  
(205) 833-8494

Richard Caudle- engineer from Skipper Incorporated  
richard@skipperinc.com  
(205) 655-8855

The price of installation of this structure is included in the price of \$15,000 and the price to power the light is incredibly small and will be around a few cents each month. In addition, these lights require maintenance very infrequently; the light on Cahaba Road only requiring maintenance three times in past six

years. We were told by Tyler Stone, a contractor that frequently works with the City of Mountain Brook, that there is a power source relatively close by that can be reached without any major construction. This total price of \$15,000 is an overestimate that attempts to account for any unforeseen costs that could arise during the course of construction.

**RESUMES**

TYLER HARRISON JAFFE  
3436 Oak Canyon Circle | Birmingham, AL 35243 | 205-969-0547 | tylerjaffe@aol.com

**SKILLS PROFILE**  
Excellent leadership qualities  
Focused and goal-oriented  
Committed to success

**EDUCATION:** Mountain Brook High School  
Advanced Biology  
Advanced Chemistry  
Advanced Anatomy and Physiology  
Advanced Spanish II  
Advanced Spanish III  
Advanced Algebra II with Trig  
AP US History  
  
School Achievements  
"A" Honor Roll  
4.0 GPA  
Algebra I Most Outstanding Student of the Year  
Leadership Mountain Brook  
National Junior Honor Society and National Honor Society

**INVOLVEMENT IN SCHOOL CLUBS**  
Interact Club, 2012-2013  
Ambassador Club 2012-2013  
Outreach Club, 2011-2013  
Spanish Club, 2011-2013  
Future Business Leaders of America, 2011-2013  
Natural Helpers, 2011-2013  
Positions Held: Treasurer, 2011-2012

**EMPLOYMENT HISTORY**

Childcare Provider  
- Cared for 3 children during entire day

Assistant at Alabama Spine and Joint Center  
- Obtained height, weight, and blood pressure of patients  
- Entered data from patients' files into online database  
- Assisted doctor when necessary

**EXTRA-CURRICULAR ACTIVITIES**

Birmingham Dance Theatre  
NS Dance and Lauren Marsh Dance  
Bnai B'rith Youth Organization  
Birmingham Jewish Federation's International World Jewry Board Member

Mary Grace Tracy

7 Pine Crest Road | Birmingham, AL 35223 | 205-960-8862 | mgtracy2912@gmail.com

**EDUCATION**

Mountain Brook High School  
Mountain Brook, AL

**SKILLS PROFILE**

- Excellent work ethic  
- Leadership qualities  
- Efficient in working alone and with others  
- Organization

**EMPLOYMENT HISTORY (2009-CURRENT)**

Tracy's Restaurant—Mountain Brook, AL  
- Take orders and ring up customers as a cashier  
- Deliver food to tables  
- Clean tables, wash dishes

**HONORS (2012-2013)**

- SGA president  
- Leadership Mountain Brook  
- Art Honor Society President  
- Art Club Vice President

**CLUBS/ACTIVITIES**

- Sawyerville Day Camp Staff  
- Birmingham Belles  
- Young Moderates  
- Spanish Club  
- Donna Greene Bible Study  
- Cross Country  
- Track and Field

**MARY NIX ROBERSON**

2905 Thornhill Road | Birmingham, AL 35213 | (205)-527-4329 | marynrb@gmail.com

**SKILLS PROFILE**

- Organization-oriented student at Mountain Brook High School with experience in peer assistance programs and adept at problem-solving community conflicts.  
- Strong interpersonal and communication skills.  
- Enthusiastic and optimistic, often noted as a group-motivating student.

**EDUCATION HISTORY**

Mountain Brook High School  
Mountain Brook, AL  
- Educated with core curriculum, with extra emphasis on classics

**WORK HISTORY**

- Habitat for Humanity construction projects  
- Mountain Brook High School Relay for Life captain, committee member  
- Basic Child Care  
- Emmet O'Neal Friends of the Library, annual book sale organizer  
- Veterinary Assistant at Liberty Animal Hospital  
- Mercedes Marathon worker

**OTHER ACTIVITIES**

- Policy Debate, Mountain Brook High School, 2010-2012  
- Samford Debate Institute, 2010  
- Quarterfinalist, Glenbrooks Debate Tournament, 2010  
- 9th Speaker, Glenbrooks Debate Tournament, 2010  
- Michigan State Debate Institute, 2011  
- Octo-finalist, Wake Forest Debate Tournament, 2011  
- 4th Speaker, Wake Forest Debate Tournament, 2011  
- Interact Club member, Mountain Brook High School, 2011-  
- Relay for Life Team Captain, Mountain Brook High School, 2011,2012  
- Latin Club member, Mountain Brook High School, 2011-  
- Vanderbilt Summer Academy, Literature and Cognitive Theory, 2012  
- Sword & Shield staff writer, Mountain Brook High School, 2012-  
- Cycling, Mountain Brook YMCA, 2012-  
- Sewanee Young Writers Conference, 2013  
- Anytown Alabama, 2013

**AWARDS & HONORS**

- Latin Honor Society member, Mountain Brook High School, 2011-  
- National Forensic League member, Degree of Excellence, Mountain Brook High School  
- Leadership Mountain Brook, Mountain Brook High School, 2012-2013  
- Gay-Straight Alliance Representative, Mountain Brook High School, 2012-  
- Mu Alpha Theta member, Mountain Brook High School, 2013  
- National Honor Society member, Mountain Brook High School, 2013  
- Sword & Shield editorials editor, Mountain Brook High School, 2013-

William Reilly Blair

4228 Gaines Mill Circle  
Birmingham, AL 35213  
(205) 871-4897  
wrblair7@gmail.com

**Education:**

Mountain Brook High School: August 2010 – May 2013

Curriculum: AP US History  
AP Government  
AP Physics  
AP Calculus

Traffic signal

AP Photography  
 GPA: 3.51  
 ACT: 33 Composite  
 Honors: A/B Honor Roll  
 National Spanish Exam Bronze Level  
 National Art Honor Society

2009 - 2013  
 2012  
 2013

In-School Activities:

Young Moderates: Treasurer for the 2012 - 2013 year  
 Leadership Mountain Brook  
 Spanish Club  
 2013  
 Soccer: Played JV soccer for school team  
 2011

2010 - 2013  
 2012 - 2013  
 2010 -  
 2009 -  
 2011

Community Activities:

BUSA soccer Coach  
 Youthserve  
 Volunteer at First Light Shelter  
 Birmingham United Soccer Association  
 Volunteer at Jones Valley Urban Farm

2012  
 2009 - 2013  
 2009 - 2011  
 2009 - 2013  
 2009

Work Experience:

Lifeguard  
 2013  
 Soccer Referee

2009 -  
 2009

Other:

University of Alabama-SITE (Student introduction to Engineering) Program

# PROJECT RECYCLE MOUNTAIN BROOK

Presented by

Katherine Francis, Mary Shelton Hornsby, Maggie Mandt,  
Catherine Masingill, and Sarah Sims Parker

APPENDIX 6



## THE PROJECT

We hope to provide the visitors and residents in the City of Mountain Brook with the means to recycle plastic bottles and cans while they walk in English, Mountain Brook and Crestline villages, and thereby, reduce the amount of waste that is not recycled and reused.

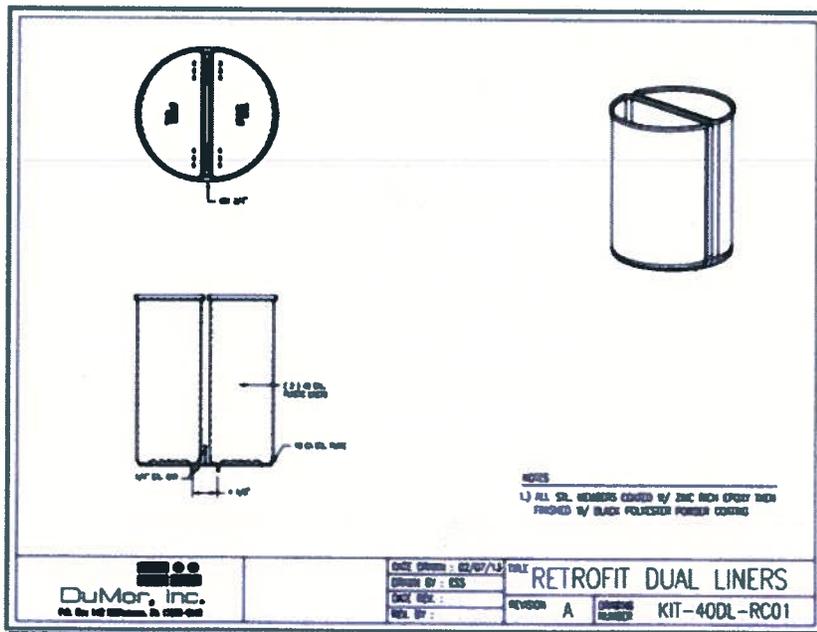
## THE REMODELED RECEPTACLES

- Du Mor Furnishings, the company which the City already purchased our trash receptacles that are placed throughout villages, also manufactures recycling receptacles and split receptacles
- We propose to purchase 7 of the Du Mor Retrofit Dual Liners with Recycling Lids
- These conversion kits allow the trash receptacles to remain in place but instead of only being for trash, the already existing receptacle will become both recycling and trash friendly

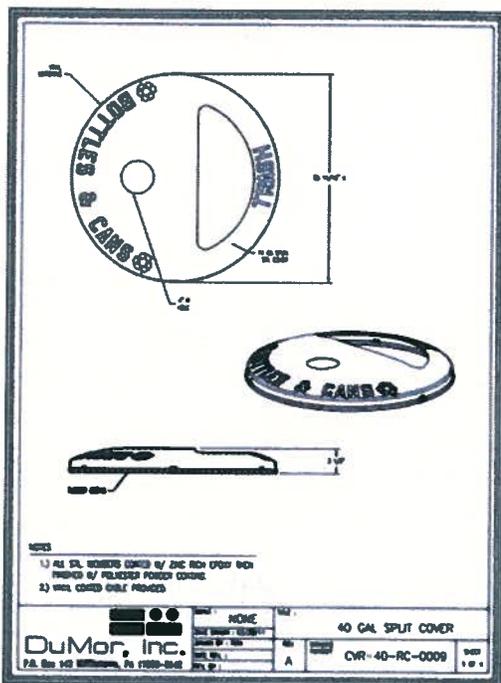
# THE CONVERSION KIT

- The Retrofit Dual Liner with Recycling Lid consists of:
  - 32 Gal. Split Liner Cans that fit inside our already in place trash receptacles (item number 107-32-FTO)
  - Recycling and Trash lid that is both labeled and separated into a semi-circle trash section and a circular recycling section
  - Can be implemented within 3-5 weeks after ordering

# DIAGRAMS

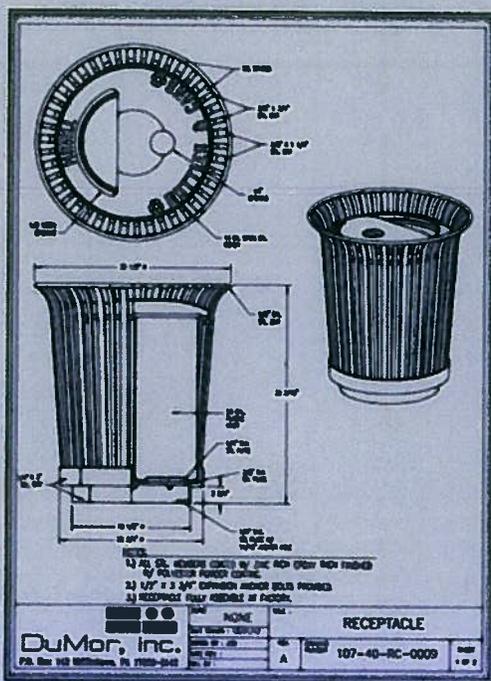


# DIAGRAMS



APPENDIX 6

# DIAGRAMS



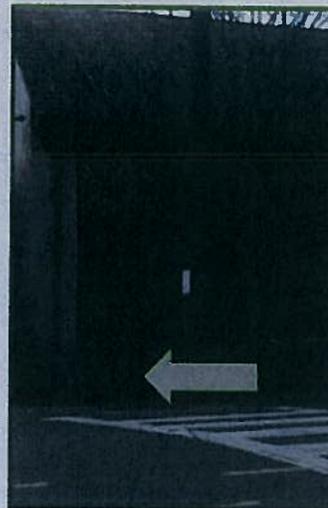
## LOCATIONS

- These Conversion Kits will be placed strategically in Crestline, Mountain Brook and English Villages
- Three in Crestline Village
- Three in Mountain Brook Village
- One in English Village
- These will be placed in high-pedestrian traffic areas
  - \*only in these Villages because Public Works is responsible for the existing trash pick-up in these Villages

## EXISTING TRASH RECEPTACLES



**NEXT TO TOWN AND COUNTRY  
IN CRESTLINE**



**NEXT TO BILLY'S IN ENGLISH  
VILLAGE**

## PICK UP

- Currently, Public Works picks up the trash from the receptacles daily
- After talking with Public Works, Public Works offered to pick up the recycling then take it to the Public Works Facility
- Once taken to the Public Works Facility, it will be disposed of into a recycling dumpster and picked up by Waste Management
- Public Works will distinguish between recycling and trash by weight, side of the split can the bags come out of, and possibly by different colored trash bags

## COST

- Cost of the Conversion Kits: \$345 each with black lids
  - For 7 of the Kits: **\$2,415**
- Freight: \$30.43 each
  - For 7 of the Kits: **\$213.01**
- Cost of the Waste Management Recycling dumpster to be placed at Public Works: \$55 per month
  - Annual cost of \$660
- Estimated Total: **\$3,288.01**

\*more thorough breakdown see page 10 of business plan

## PAYMENT

- We have recently sent our grant application to the Alabama Department of Environmental Management
- We applied for the grant to cover the whole cost of **\$3,288.01**
- If this project is not accepted or accepted in full by Alabama Department of Environmental Management, we propose the cost to come out of the City's annual budget

## REASONS TO RECYCLE

- Mountain Brook City Schools are already recycling
- Mountain Brook has one of the highest residential recycling rates in the state of Alabama
- Mountain Brook merchants were thrilled with the idea
- Public Works wants to use this project as a catalyst for recycling in all the city departments and Municipal Complex
- Village Design Review loved the idea and was so excited about recycling
- Waste Management's renewable projects create enough energy to power over one million homes

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MAY 13, 2013**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 13th day of May, 2013. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

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

**Absent:** Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

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

**1. CONSENT AGENDA**

Council President Pro Tempore Carter 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 April 22, 2013 meeting of the City Council.

2013-071 Proclamation	National Public Works Week May 19–25, 2013.	Exhibit 1
2013-072	Recommend the issuance of an 020 – Restaurant Retail Liquor license to Deborah Stone Ventures LLC (dba\The Pantry) located at 17 Dexter Avenue.	Exhibit 2, Appendix 1
2013-073	Authorize the City’s participation in the 2013 Sales Tax Holiday, beginning at 12:01 a.m. on Friday, August 2, 2013, and ending at twelve midnight on Sunday, August 4, 2013, whereby the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax in conformance with the time period, terms and conditions, and definitions as provided for the “State of Alabama Sales Tax Holiday”.	Exhibit 3
2013-074	Authorize the execution of an amended professional services agreement with Sain Associates for engineering and surveying services with respect to the Phase 9 sidewalk project.	Exhibit 4, Appendix 2
2013-075	Award the bid to Jeffcoat Mechanical Services, Inc. for scheduled maintenance of the City’s mechanical systems and authorize the execution of an agreement for same.	Exhibit 5, Appendix 3
2013-076	Recommend the issuance of an 020 – Restaurant Retail Liquor license to Tracy’s Fine Foods, LLC (dba\Tracy’s Restaurant) located at 75 Church Street.	Exhibit 6, Appendix 4

2013-077	Declare a 2005 Dodge Durango (VIN 1D8HD48N85F538837) surplus and authorize its sale to the Kimberly Police Department in consideration of \$1,000.	Exhibit 7, Appendix 5
2013-078	Declare a Perkin [metal] Detection Sentries LC (S/N 010806W) surplus and authorize its sale to the Town of Kimberly in consideration of \$1.	Exhibit 8, Appendix 6
2013-079	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) license and a 060 – Retail Table Wine (On or Off Premises) license to UC Crestline, LLC, doing business as Urban Cook House, located at 212 Country Club Park, Mountain Brook, AL 35213.	Exhibit 9, Appendix 7
2013-080 Proclamation	National Police Week May 12–18, 2013.	Exhibit 10
2013-081	Authorize and approve that the resurvey recommended by the Planning Commission on May 6, 2013 now serves as the revision to the planned Unit Development (PUD) Master Development Plan for The Cove at Overton and that the following consolidation of lots is hereby approved: Lots 12 and 13 (house numbers 3180 and 3184) shall be consolidated into one lot (Lot 12A).	Exhibit 11, Appendix 8
2013-082 Announcement	Mayoral [re]appointment of Alice M. Williams to the Planning Commission, to serve without compensation, through May 15, 2019.	

Thereupon, the foregoing proclamations, minutes, resolutions, and appointment were introduced by Council President Pro Tem Carter and their immediate adoption was moved by Council member Pritchard. The proclamations, minutes, resolutions and appointment were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing proclamations, minutes, resolutions, and appointment. Council member Pritchard then announced that he will abstain from voting with respect to Resolution No. 2013-074. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard III (abstained from voting on Motion No. 2013-074)  
Jesse S. Vogtle, Jr.

Nays: None

Council President Pro Tempore Carter thereupon declared that said proclamations (nos. 2013-071 and 2013-080), minutes, resolutions (nos. 2013-072, 073, and 2013-075 through 2013-079, and 2013-081) are adopted by a vote of 4—0 and Resolution No. 2013-074 is adopted by a vote of 3-0. As evidence thereof, she signed the same.

**2. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1888) PERMANENTLY REZONING TO ESTATE DISTRICT A 10-ACRE UNDEVELOPED RESIDENTIAL LOT OWNED BY MORRIS-SHEA BRIDE CO., INC. WHICH IS LOCATED IN THE VICINITY OF SPRING ROCK ROAD AT BRANDYWOOD DRIVE FROM ITS CURRENT TEMPORARY ESTATE DISTRICT ZONING CLASSIFICATION – 5001 SPRING ROCK ROAD. (EXHIBIT 12, APPENDIX 9)**

Council President Pro Tem Carter introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comment, 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 to 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: Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard, III  
Jesse S. Vogtle, Jr.

Nays: None

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

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

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

Nays: None

The President Pro Tempore of the Council declared that the ordinance (No. 1888) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

### 3. ANNOUNCEMENT (REF. NO. 2013-082)

Mayor Oden announced that he has reappointed Alice M. Williams to the Planning Commission, to serve without compensation, through May 15, 2019.

### 4. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Pro Tempore Carter announced that the next regular meeting of the City Council will be Tuesday, May 28, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

### 5. OTHER BUSINESS

Mr. Michale Crump of 3904 Memory Court expressed his appreciation for the sidewalks installed in his neighborhood and those connecting the villages and urged the Council to continue developing the sidewalk network.

### 6. ADJOURNMENT

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

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Steven Boone, City Clerk

**EXHIBIT 1****PROCLAMATION**

**WHEREAS**, our Public Works infrastructure, facilities and services are of vital importance to sustain communities and to the health, safety and well-being of the people of the City of Mountain Brook, Alabama; and

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of those Public Works professionals from state and local governments, as well as the private sector, who are responsible for planning, designing, building, operating, and maintaining the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our residents; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understanding of the importance of Public Works and its programs in their respective communities; and

**WHEREAS**, the year 2013 marks the 53<sup>rd</sup> annual National Public Works Week sponsored by the American Public Works Association; and

**NOW, THEREFORE**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 19 through May 25, 2013 as

**“National Public Works Week”**

and I urge all of our residents to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our Public Works professionals and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

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**EXHIBIT 2**
**RESOLUTION NO. 2013-072**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Deborah Stone Ventures, LLC, doing business as 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 1**
**EXHIBIT 3****RESOLUTION NO. 2013-073**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that pursuant to Act No. 2006-574, beginning at 12:01 a.m. on Friday, August 2, 2013, and ending at twelve midnight on Sunday, August 4, 2013, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “State of Alabama Sales Tax Holiday”.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of

Revenue, Attention: Wanda Robbins, Room 4311, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

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**EXHIBIT 4**

**RESOLUTION NO. 2013-074**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Phase 9 Project [CMAQ-PE12()] sidewalk engineering and surveying services.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

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**APPENDIX 2**

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**EXHIBIT 5**

**RESOLUTION NO. 2013-075**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the proposal for scheduled maintenance of the municipal complex mechanical systems submitted by Jeffcoat Mechanical Services, Inc., is hereby accepted; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract, in the form as attached hereto as Exhibit A, with Jeffcoat Mechanical Services, Inc., for same.

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**APPENDIX 3**

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**EXHIBIT 6**

**RESOLUTION NO. 2013-076**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Tracy's Fine Foods, LLC, doing business as Tracy's Restaurant, located at 75 Church Street, 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 7

## RESOLUTION NO. 2013-077

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Description	Notes
1	2005 Dodge Durango	VIN 1D8HD48N85G538837

Section 2. That the City Manager, or his designated representative, be and he hereby is authorized and directed to convey the above property, as is without warranty, to the Town of Kimberly, Alabama in consideration of \$1,000.

**APPENDIX 5**

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## EXHIBIT 8

## RESOLUTION NO. 2013-078

**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Description	Notes
1	Metal detector (Perkin Detection Sentries LC)	Serial 010806W

Section 2. That the City Manager, or his designated representative, be and he hereby is authorized and directed to convey the above property, as is without warranty, to the Town of Kimberly, Alabama in consideration of \$1.

**APPENDIX 6**

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**EXHIBIT 9****RESOLUTION NO. 2013-079**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) license and a 060 – Retail Table Wine (On or Off Premises) license to UC Crestline, LLC, doing business as Urban Cook House, located at 212 Country Club Park, 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.

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**APPENDIX 7**

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**EXHIBIT 10**

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**PROCLAMATION**

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**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Mountain Brook, Alabama Police Department;

**WHEREAS**, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

**WHEREAS**, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including three members of the City of Mountain Brook, Alabama Police Department;

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 25<sup>th</sup> Annual Candlelight Vigil, on the evening of May 13, 2013;

**WHEREAS**, the Candlelight Vigil is part of National Police Week, which takes place this year on May 12-18;

**WHEREAS**, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

**NOW, THEREFORE**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 12 through May 18, 2013 as

**“NATIONAL POLICE WEEK”**

in the City of Mountain Brook, Alabama, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

**EXHIBIT 11****RESOLUTION NO. 2013-081**

**WHEREAS** the City Council previously voted to rezone the property located at 3181 Woodland Avenue (The Cove at Overton) from Residence A to Residence B (Ordinance No. 1700) and then from Residence B District to Planned Unit Development (PUD) District (Ordinance No. 1701); and

**WHEREAS** the City Council simultaneously approved the PUD Master Development Plan for The Cove at Overton on the condition that certain protective covenants be executed; and

**WHEREAS** the City Council subsequently approved amendments to the PUD Master Development Plan for The Cove at Overton (Resolution No. 06-172 dated December 11, 2006 and Resolution No. 10-115 dated July 12, 2010); and

**WHEREAS** the developer has submitted an application to the Planning Commission to amend said Master Development Plan to combine two lots (Lots 12 and 13) into one; now therefore

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the resurvey approved by the Planning Commission on May 6, 2013 serves as the revision to the planned Unit Development (PUD) Master Development Plan for the The Cove at Overton and that the following consolidation of lots is hereby approved:

Lots 12 and 13 (house numbers 3180 and 3184) shall be consolidated into one lot (Lot 12A).

**APPENDIX 8****EXHIBIT 12****ORDINANCE NO. 1888**

**AN ORDINANCE TO REZONE A PARCEL  
OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA  
FROM ITS CURRENT TEMPORARY ESTATE DISTRICT ZONING  
TO [PERMANENT] ESTATE RESIDENCE DISTRICT**

**WHEREAS**, the real estate as more particularly described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B" is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

**WHEREAS**, after due consideration, the City Council has determined that the zoning classification of the Real Estate should be Estate Residence District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Estate Residence District:

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

**APPENDIX 9**

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MAY 13, 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 13th day of May, 2013. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

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

**Absent:** Virginia C. Smith, Council President

Also present were City Attorney Carl Johnson, City Manager Sam Gaston, and City Clerk Steven Boone.

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

**1. CONSENT AGENDA**

Council President Pro Tempore Carter 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 April 22, 2013 meeting of the City Council.

2013-071 Proclamation	National Public Works Week May 19–25, 2013.	Exhibit 1
2013-072	Recommend the issuance of an 020 – Restaurant Retail Liquor license to Deborah Stone Ventures LLC (dba\The Pantry) located at 17 Dexter Avenue.	Exhibit 2, Appendix 1
2013-073	Authorize the City’s participation in the 2013 Sales Tax Holiday, beginning at 12:01 a.m. on Friday, August 2, 2013, and ending at twelve midnight on Sunday, August 4, 2013, whereby the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax in conformance with the time period, terms and conditions, and definitions as provided for the “State of Alabama Sales Tax Holiday”.	Exhibit 3
2013-074	Authorize the execution of an amended professional services agreement with Sain Associates for engineering and surveying services with respect to the Phase 9 sidewalk project.	Exhibit 4, Appendix 2
2013-075	Award the bid to Jeffcoat Mechanical Services, Inc. for scheduled maintenance of the City’s mechanical systems and authorize the execution of an agreement for same.	Exhibit 5, Appendix 3
2013-076	Recommend the issuance of an 020 – Restaurant Retail Liquor license to Tracy’s Fine Foods, LLC (dba\Tracy’s Restaurant) located at 75 Church Street.	Exhibit 6, Appendix 4

2013-077	Declare a 2005 Dodge Durango (VIN 1D8HD48N85F538837) surplus and authorize its sale to the Kimberly Police Department in consideration of \$1,000.	Exhibit 7, Appendix 5
2013-078	Declare a Perkin [metal] Detection Sentries LC (S/N 010806W) surplus and authorize its sale to the Town of Kimberly in consideration of \$1.	Exhibit 8, Appendix 6
2013-079	Recommend to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) license and a 060 – Retail Table Wine (On or Off Premises) license to UC Crestline, LLC, doing business as Urban Cook House, located at 212 Country Club Park, Mountain Brook, AL 35213.	Exhibit 9, Appendix 7
2013-080 Proclamation	National Police Week May 12–18, 2013.	Exhibit 10
2013-081	Authorize and approve that the resurvey recommended by the Planning Commission on May 6, 2013 now serves as the revision to the planned Unit Development (PUD) Master Development Plan for The Cove at Overton and that the following consolidation of lots is hereby approved: Lots 12 and 13 (house numbers 3180 and 3184) shall be consolidated into one lot (Lot 12A).	Exhibit 11, Appendix 8
2013-082 Announcement	Mayoral [re]appointment of Alice M. Williams to the Planning Commission, to serve without compensation, through May 15, 2019.	

Thereupon, the foregoing proclamations, minutes, resolutions, and appointment were introduced by Council President Pro Tem Carter and their immediate adoption was moved by Council member Pritchard. The proclamations, minutes, resolutions and appointment were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing proclamations, minutes, resolutions, and appointment. Council member Pritchard then announced that he will abstain from voting with respect to Resolution No. 2013-074. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard III (abstained from voting on Motion No. 2013-074)  
Jesse S. Vogtle, Jr.

Nays: None

Council President Pro Tempore Carter thereupon declared that said proclamations (nos. 2013-071 and 2013-080), minutes, resolutions (nos. 2013-072, 073, and 2013-075 through 2013-079, and 2013-081) are adopted by a vote of 4—0 and Resolution No. 2013-074 is adopted by a vote of 3-0. As evidence thereof, she signed the same.

**2. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1888) PERMANENTLY REZONING TO ESTATE DISTRICT A 10-ACRE UNDEVELOPED RESIDENTIAL LOT OWNED BY MORRIS-SHEA BRIDE CO., INC. WHICH IS LOCATED IN THE VICINITY OF SPRING ROCK ROAD AT BRANDYWOOD DRIVE FROM ITS CURRENT TEMPORARY ESTATE DISTRICT ZONING CLASSIFICATION – 5001 SPRING ROCK ROAD. (EXHIBIT 12, APPENDIX 9)**

Council President Pro Tem Carter introduced the ordinance in writing and invited comments and questions from the audience. There being no discussion or comment, 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 to 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: Amy G. Carter, Council President Pro Tempore  
Jack D. Carl  
William S. Pritchard, III  
Jesse S. Vogtle, Jr.

Nays: None

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

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

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

Nays: None

The President Pro Tempore of the Council declared that the ordinance (No. 1888) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

### 3. ANNOUNCEMENT (REF. NO. 2013-082)

Mayor Oden announced that he has reappointed Alice M. Williams to the Planning Commission, to serve without compensation, through May 15, 2019.

### 4. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Pro Tempore Carter announced that the next regular meeting of the City Council will be Tuesday, May 28, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

### 5. OTHER BUSINESS

Mr. Michale Crump of 3904 Memory Court expressed his appreciation for the sidewalks installed in his neighborhood and those connecting the villages and urged the Council to continue developing the sidewalk network.

### 6. ADJOURNMENT

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



Steven Boone, City Clerk

**EXHIBIT 1****PROCLAMATION**

**WHEREAS**, our Public Works infrastructure, facilities and services are of vital importance to sustain communities and to the health, safety and well-being of the people of the City of Mountain Brook, Alabama; and

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of those Public Works professionals from state and local governments, as well as the private sector, who are responsible for planning, designing, building, operating, and maintaining the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our residents; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understanding of the importance of Public Works and its programs in their respective communities; and

**WHEREAS**, the year 2013 marks the 53<sup>rd</sup> annual National Public Works Week sponsored by the American Public Works Association; and

**NOW, THEREFORE**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 19 through May 25, 2013 as

**“National Public Works Week”**

and I urge all of our residents to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our Public Works professionals and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

---

**EXHIBIT 2**
**RESOLUTION NO. 2013-072**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Deborah Stone Ventures, LLC, doing business as 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 1**
**EXHIBIT 3****RESOLUTION NO. 2013-073**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that pursuant to Act No. 2006-574, beginning at 12:01 a.m. on Friday, August 2, 2013, and ending at twelve midnight on Sunday, August 4, 2013, the City of Mountain Brook will exempt certain school supplies, computers, and clothing from municipal sales or use tax. Said sales and use tax exemption shall conform with respect to the time period, terms and conditions, and definitions as provided for the “State of Alabama Sales Tax Holiday”.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby instructed to send a certified copy of this resolution to the Alabama Department of

Revenue, Attention: Wanda Robbins, Room 4311, Sales, Use & Business Tax Division, Post Office Box 327900, Montgomery, Alabama 36132-7900 as required by Sales Tax Holiday Rule 810-6-3-.65 and Code of Alabama 1975, §11-51-210(e).

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**EXHIBIT 4**

**RESOLUTION NO. 2013-074**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form attached hereto as Exhibit A, with respect to the Phase 9 Project [CMAQ-PE120] sidewalk engineering and surveying services.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract and such other documents that may be determined necessary with respect to said services all subject to review and approval by the City Attorney.

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**APPENDIX 2**

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**EXHIBIT 5**

**RESOLUTION NO. 2013-075**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the proposal for scheduled maintenance of the municipal complex mechanical systems submitted by Jeffcoat Mechanical Services, Inc., is hereby accepted; and

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract, in the form as attached hereto as Exhibit A, with Jeffcoat Mechanical Services, Inc., for same.

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**APPENDIX 3**

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**EXHIBIT 6**

**RESOLUTION NO. 2013-076**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 020 – Restaurant Retail Liquor License to Tracy's Fine Foods, LLC, doing business as Tracy's Restaurant, located at 75 Church Street, 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.

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**APPENDIX 4**

**EXHIBIT 7****RESOLUTION NO. 2013-077****A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Description</b>	<b>Notes</b>
1	2005 Dodge Durango	VIN 1D8HD48N85G538837

Section 2. That the City Manager, or his designated representative, be and he hereby is authorized and directed to convey the above property, as is without warranty, to the Town of Kimberly, Alabama in consideration of \$1,000.

**APPENDIX 5****EXHIBIT 8****RESOLUTION NO. 2013-078****A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows:

Section 1. It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Description</b>	<b>Notes</b>
1	Metal detector (Perkin Detection Sentries LC)	Serial 010806W

Section 2. That the City Manager, or his designated representative, be and he hereby is authorized and directed to convey the above property, as is without warranty, to the Town of Kimberly, Alabama in consideration of \$1.

**APPENDIX 6**

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**EXHIBIT 9**

**RESOLUTION NO. 2013-079**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) license and a 060 – Retail Table Wine (On or Off Premises) license to UC Crestline, LLC, doing business as Urban Cook House, located at 212 Country Club Park, 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.

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**APPENDIX 7**

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**EXHIBIT 10**

**PROCLAMATION**

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**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the City of Mountain Brook, Alabama Police Department;

**WHEREAS**, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

**WHEREAS**, since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including three members of the City of Mountain Brook, Alabama Police Department;

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 25<sup>th</sup> Annual Candlelight Vigil, on the evening of May 13, 2013;

**WHEREAS**, the Candlelight Vigil is part of National Police Week, which takes place this year on May 12-18;

**WHEREAS**, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

**NOW, THEREFORE**, I, Lawrence T. Oden, Mayor of the City of Mountain Brook, Alabama, do hereby proclaim the week of May 12 through May 18, 2013 as

**“NATIONAL POLICE WEEK”**

in the City of Mountain Brook, Alabama, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

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**EXHIBIT 11****RESOLUTION NO. 2013-081**

**WHEREAS** the City Council previously voted to rezone the property located at 3181 Woodland Avenue (The Cove at Overton) from Residence A to Residence B (Ordinance No. 1700) and then from Residence B District to Planned Unit Development (PUD) District (Ordinance No. 1701); and

**WHEREAS** the City Council simultaneously approved the PUD Master Development Plan for The Cove at Overton on the condition that certain protective covenants be executed; and

**WHEREAS** the City Council subsequently approved amendments to the PUD Master Development Plan for The Cove at Overton (Resolution No. 06-172 dated December 11, 2006 and Resolution No. 10-115 dated July 12, 2010); and

**WHEREAS** the developer has submitted an application to the Planning Commission to amend said Master Development Plan to combine two lots (Lots 12 and 13) into one; now therefore

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the resurvey approved by the Planning Commission on May 6, 2013 serves as the revision to the planned Unit Development (PUD) Master Development Plan for the The Cove at Overton and that the following consolidation of lots is hereby approved:

Lots 12 and 13 (house numbers 3180 and 3184) shall be consolidated into one lot (Lot 12A).

**APPENDIX 8****EXHIBIT 12****ORDINANCE NO. 1888**

**AN ORDINANCE TO REZONE A PARCEL  
OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA  
FROM ITS CURRENT TEMPORARY ESTATE DISTRICT ZONING  
TO [PERMANENT] ESTATE RESIDENCE DISTRICT**

**WHEREAS**, the real estate as more particularly described in Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B" is presently [temporarily] zoned Estate District as provided by Ordinance No. 1347; and

**WHEREAS**, after due consideration, the City Council has determined that the zoning classification of the Real Estate should be Estate Residence District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Section 129-17 of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning the above described property Estate Residence District:

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.

**APPENDIX 9**



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130502103708102

Type License: 020 - RESTAURANT RETAIL LIQUOR
Trade Name: THE PANTRY
Applicant: DEBORAH STONE VENTURES LLC
Location Address: 17 DEXTER AVENUE MOUNTAIN BROOK, AL 35213

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: DEBORAH D STONE, MEMBER, 07/25/1956, CULLMAN, AL, 7703 KINGS MYN CTR, 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

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

PREVIOUS LICENSE INFORMATION:
Trade Name: THE PANTRY
Applicant: DEBORAH STONE VENTURES LLC
Previous License Number(s):
License 1: 010183237



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130502103708102

Initial each Signature page
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.

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

Applicant Name (print): DEBORAH STONE
Signature of Applicant: [Signature]
Notary Name (print): Valencia Johnson
Notary Signature: [Signature] Commission expires: 1-4-14

Application Taken: 2-13 App. Inv. Completed: Forwarded to District Office:
Submitted to Local Government: Received from Local Government:
Received in District Office: Reviewed by Supervisor: Forwarded to Central Office:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130502103708102

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 lessor's 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? YES
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)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Includes vertical text 'APPENDIX' on the right side.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130502103708102



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130502103708102

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted?
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?
Agent's Initials:

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





May 8, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

SUBJECT: Mountain Brook Sidewalks - Phase 9
Project Number: CMAQ-PE12(1)
Mountain Brook, Alabama - SA #13-0005

Dear Sam:

We appreciate the opportunity to submit this proposal to provide consultant engineering and surveying services to Mountain Brook for the design of sidewalks on Brookwood Road, Crosshill Road, Woodvale Road, and Oakdale Drive. At the City of Mountain Brook's request, the public involvement will be an initial scope item that will be performed prior to releasing the survey and design phases.

All work performed by Sain Associates will be coordinated with you. The work to be performed for this approximate 1.84 mile section in Jefferson County shall be to prepare plans for sidewalk construction as follows:

GENERAL PROJECT UNDERSTANDING FROM PROJECT SCOPING MEETING WITH ALDOT ON 2/8/13 AND PROJECT DRIVE THROUGH WITH CITY COUNCIL REPRESENTATIVES ON 3/6/13:

- 18 inch curb and gutter and sidewalk will be installed on the eastern side of Brookwood Road from the intersection of Westbury Road to Crosshill Road for a distance of approximately 0.7 miles. The curb and gutter will be installed approximately one to two feet inside the existing edge of pavement to reduce the impacts to the adjoining properties. The existing storm system will have to be modified and upgraded to current ALDOT standards.
Sidewalk will be installed on the northeast side of Crosshill Road for approximately 0.5 miles from the intersection of Brookwood Road to Spring Valley Road and continued on Spring Valley Road for approximately 0.04 miles to a proposed mid-block crossing at the intersection of Woodvale Road. Active warning devices will be considered at the mid-block crossing during design. Sidewalk width and pavement width adjustments to be determined during design with the intent to minimize the impacts to the property owners as much as possible.
The sidewalk will be extended from the Spring Valley Road and Woodvale Road intersection on the eastern side of Woodvale Rd for approximately 0.2 miles to the intersection with Oakdale

Celebrating 40 Years of Excellence in Engineering and Surveying
Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243
p (205) 940-6420 - f (205) 940-6430
www.sain.com

Mountain Brook Sidewalks - Phase 9
May 8, 2013
Page 2

- Road. Sidewalk width and pavement width adjustments to be determined during design with the intent to minimize the impacts to the property owners as much as possible.
The sidewalk route will continue on the southern side of Oakdale Road and western side of Oakdale Drive for a total of approximately 0.4 miles until the intersection of the intersection of Oakdale Drive and Bethune Drive where existing sidewalk is located. The City has requested valley gutter and six inch thick sidewalk be installed along a portion of this section to accommodate parking for events at Mountain Brook High School.
The sidewalk design will be in accordance to the ALDOT GFD 3-71, Locally Sponsored Federal Aid Sidewalk Projects. If a retaining wall is required, the ALDOT Standard Drawing will be utilized.
If the existing storm system is modified as a part of this design, a hydraulic analysis will be performed in accordance to the ALDOT Hydraulic Manual or City of Mountain Brook standards, whichever is more stringent. If the existing storm system is not modified (i.e. only sidewalk installation without a modification to the existing gutter), a hydraulic analysis will not be performed on that portion.
ALDOT will prepare the environmental document if it is programmatic categorical exclusion, but may require the consultant to prepare the document if an environmental document greater than a programmatic categorical exclusion is required. Since the level of document required is unknown at this time, an environmental document is not included as a part of this scope. Once the preliminary layout is complete, Sain will coordinate with ALDOT for determination of the level of document. If one is required, Sain can prepare a supplement to this contract in accordance with the attached terms and conditions.
The survey will establish a Right-of-Way along the side of the roadway where the sidewalk is proposed. It is expected that the easements will be kept to a minimum, therefore in an effort to minimize unnecessary field work property back corners will not be located and property lines will not be shown on the survey. If easements are required, field work, legal descriptions, and tract sketches can be performed in accordance with the attached terms and conditions. Sain will draw the Right-of-Way survey to ALDOT CAD standards but normal Sain procedures will be used for field work.
Utility adjustments are expected. They may include, but are not limited to, reset manholes, valves and meters adjustments, and fire hydrant relocations. We will assist in the preparation of the required utility agreements with the applicable utility companies.

I. PUBLIC INVOLVEMENT MEETING Lump Sum \$13,346.91

- Please note this meeting is not an ALDOT requirement but Sain recommends this as a means to document the City's efforts to inform the public of the proposed sidewalks.
This public involvement stage will be held before the survey and design has begun and will be based upon aerial photography, GIS data, and information obtained from site visits.
A preliminary layout of the project will be prepared and potential impacts to the adjacent property owners will be identified on the layout. The City will have an opportunity to review the drawings at a meeting with Sain prior before the public involvement. A large roll map will be used to display the proposed plan at the meeting.
Nimrod Long and Associates will act as a sub-consultant assisting in preparing for the Public Involvement Meeting by reviewing the Sain prepared maps, assisting with concept refinements, and attending the coordination meeting.



Mountain Brook Sidewalks - Phase 9
May 8, 2013
Page 3

- We propose to have one (1) public involvement meeting at a location chosen by the City of Mountain Brook. Sain will prepare a flyer and letter for the City to use in advertising for the public meeting. The associated costs of advertising are not included in this proposal.
Sain will attend the meeting to describe the project and answer questions. There will be a comment sheet given to all the residents for their input for the project.
Sain will provide the City of Mountain Brook with a summary of all the comments received at the public involvement meeting.

II. TOPOGRAPHIC AND RIGHT-OF-WAY SURVEY Lump Sum \$53,279.09

- A topographic survey will be prepared for Brookwood Road, Crosshill Road, Spring Valley Road, Woodvale Road, Oakdale Road, and Oakdale Drive for the limits described in the general project understanding. The survey will begin at the edge of pavement on the opposite side of the proposed sidewalk and will extend to 15 feet past the Right-of-Way on the side where the sidewalk is proposed. Contours will be shown at 1-foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. A benchmark will be set every 1500 feet throughout the above described corridor. We will show visible utilities and utilities as marked by utility companies or as shown on maps. We will order a utility locate request to have utilities in public right-of-way marked. Alabama One Call does NOT mark any utilities that are within the limits of private property. It is the responsibility of the City of Mountain Brook to coordinate with a private line locator to have any subsurface utilities within the limits of private property marked. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements inside the survey limits will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Individual trees will be located and in areas of tree clusters tree lines will be located in place of individual trees.
Courthouse research will be performed and front property corners will be located in order to establish the Right-of-Way on the side where the sidewalk is proposed for the described corridor.

III. CONTRACT PLAN ASSEMBLY Lump Sum \$149,615.49

Sain Associates will perform the following as applicable in accordance with the English unit of measure:

- The development of the plans will follow the procedure as shown in ALDOT'S "Plans Preparation Manual" and "Guidelines for Operation" where applicable for this type of project.
The project Plan Assembly will include title, quantiles, typical sections, drainage sections, plan and profile sheets, cross sections and all other sheets required for receipt of bids for all work including signing and striping, erosion and sediment control and traffic control. Drainage structure information will be placed on the plans according to Chapter 2 of the ALDOT Hydraulic Manual, unless otherwise specified. The contract plans will be completed in detail for all construction in accordance with current design practices of the ALDOT. Basic computations will be made for alignment and for layout of intersections.
Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved, completely dimensioned for roadway construction, together with drainage and intersection layouts.

APPENDIX 2



Mountain Brook Sidewalks - Phase 9
May 8, 2013
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- Sain Associates will prepare Hydraulic Designs and supporting calculations according to approved chapters of the ALDOT Hydraulic Manual or City of Mountain Brook design standards whichever is more stringent. Otherwise, in the absence of direction from the ALDOT Hydraulic Manual or City of Mountain Brook, the design will be made in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.
Sain Associates will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the ALDOT, City, and the FHWA.
Drainage Section drawings will be provided for all proposed drains, along the project centerline and within the project work limits. Stream bed data acquired from a field survey should be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
Utility Sheets will be a part of the plan assembly and if utility relocations become necessary as the design progresses, Sain Associates will provide the required coordination with utility companies for their use and will assist in preparation of the agreements with the City. If relocation plans will have to be prepared by Sain Associates, that would be covered under a supplemental services agreement in accordance with the attached terms and conditions.
Prepare estimates of quantities and construction cost for the contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available.
Sain Associates will prepare plans using size and weight of pens and other drafting techniques that will facilitate the development of one-half (1/2) scale drawings.
The applicable provisions of the STATE OF ALABAMA HIGHWAY DEPARTMENT Standard Specifications for Highway Construction, Latest Edition, will apply to all work performed by Sain Associates under this agreement and Sain Associates will prepare supplemental specifications and special provisions for any needed items not covered by the STATE OF ALABAMA HIGHWAY DEPARTMENT Standard Specifications for Highway Construction, Latest Edition.
Sain Associates will prepare the Notice of Intent, General Permit and Construction Best Management Practices Plan (CBMP) required for permitting by the Alabama Department of Environmental Management (ADEM). The permit application fee is not included in this lump sum. The City of Mountain Brook will be responsible for the permit application fee.

Nimrod Long and Associates will act as a sub-consultant to Sain Associates to perform the following scope:

- Review of the preliminary sidewalk layout and provide input and support from an aesthetic and landscape architecture perspective.
Produce planting design and final landscaping plans including locations, species, sizes, quantiles, planting details, and notes that will be incorporated in the full contract plan assembly.

Sain Associates will coordinate the submittals and review with ALDOT. Our understanding of the process includes:

- A partial set of preliminary plans will be submitted to ALDOT Materials and Tests for their use in preparation of the materials report.



Mountain Brook Sidewalks - Phase 9  
May 8, 2013  
Page 5

- B. After a layout is finalized Sain proposes to send those plans to ALDOT and have a short meeting to discuss any comments that shall serve as the 30% review.
- C. A combination Plan In Hand and Plans, Specifications, and Estimates (PS&E) review meeting will be utilized for this project.
- D. The remaining submittals include the Quality Control Final Backcheck, Construction Bureau, and Office Engineer.

IV. EXCLUSIONS

**Exclusions to the Scope of Work** - Bid package and bid coordination, environmental studies, geotechnical studies, structural design, lighting design, signal design, as-built survey, utility design or relocation, right-of-way map, tract sketches, easement coordination, preparation of right-of-way deeds and legal descriptions, construction staking, on-site inspection, and materials testing during construction are not included in the scope of work. The survey is not to be construed as an ALTA/ACSM, Boundary, Construction, or Sewer As-Built Survey. Survey control will not be set to ALDOT standards. The surveyor will make no effort to research, stake, or locate any easements or Right-of-Ways affecting the property as would be referenced in a title commitment. No Iron Pins will be set at existing or calculated property corners.

V. TERMS AND CONDITIONS

See Attached. Please note, permit application fees and advertising costs are not included with this proposal.

Should you have any questions or need clarification, please call. Otherwise, please sign in the space provided below and return the original to our office as written authorization to proceed. We look forward to getting started.

Sincerely,

SAIN ASSOCIATES, INC.

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

Alicia Bailey, P.E.  
Project Manager  
Alabama Reg. #26339

ACCEPTED BY:

City of Mountain Brook

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

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



SAIN ASSOCIATES, INC.  
TERMS AND CONDITIONS

Project	\$180.00 - \$170.00 per Hour
Engineer/Partner	\$80.00 - \$120.00 per Hour
Designer	\$74.00 - \$108.00 per Hour
Surveyor	\$80.00 - \$122.00 per Hour
Survey Crew (2-Person)	\$80.00 per Hour
Survey Crew (3-Person)	\$120.00 per Hour
Survey Crew (4-Person)	\$160.00 per Hour
Survey Crew (Overnight, Holidays - 3-Person)	\$180.00 - \$240.00 per Hour
Survey Crew (Overnight, Holidays - 4-Person)	\$240.00 per Hour
Survey Per Diem	\$150.00 per Hour
Administrative Support	\$75.00 per Hour

\* Overtime rate based on meeting over 8 hours a day.

**Reimbursable Expenses**  
Printing, certified courier services, and travel expenses are included within our base fee.

**Payment**  
To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amount due Sain Associates, Inc. shall include a charge at the rate of 1 1/4% per month from said thirty (30) day plus attorney's fees for collection in the amount of 1/2 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

**Standard of Care**  
The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranty, express or implied, under this Agreement or otherwise, in connection with Sain's services.

**Limitation of Remedies**  
Liability of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc., its agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the base consulting fee for work covered hereunder or the actual cost of the remedies. This provision is being agreed to as a result of the base being charged.

**Dispute Resolution**  
Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to attempt to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irreversibly prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator 50-50.

**Indemnification**  
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

**Force Majeure**  
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any causes beyond its reasonable control and without its negligence.

**Termination of Contract**  
Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full of amounts due for services, expenses and other related charges.

**Ownership of Documents**  
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of administering, operating and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Revised 2013



Mount Brook  
2013



Lead Designer  
Landscape Architect  
Urban Designer

April 8, 2013  
(Revised May 3, 2013)

Mr. Ben Buzmaster  
Sain Associates  
244 West Valley Avenue  
Birmingham, AL 35209

RE Mountain Brook Sidewalks, Phase 9  
Proposal for Landscape Architectural Services

Dear Ben:

We are pleased to offer this proposal for landscape architectural design services for the federally funded Mountain Brook Sidewalks, Phase 9 project. The scope includes sidewalks along Brookwood Road and various other streets to Oakdale Drive near Mountain Brook High School.

SCOPE OF SERVICES

We will review the sidewalk layout you produce, and provide landscape planting plans that can be incorporated into the final set of drawings. We will assist Sain in preparing for Public Involvement Meeting by reviewing the graphic presentation, assisting in refinements, and attending the meeting.

Our design services will include the following:

1. Review of Sain's preliminary sidewalk layout overlaid on topographic survey;
2. Assist in Public Involvement graphic preparation and attend the meeting;
3. Planting Plan Design; and
4. Final Landscape Planting Plans showing locations, species, sizes, quantities and planting details that will be incorporated into the final set of CD's.

COMPENSATION

1. Review Preliminary Sidewalk Layout	\$1,750.00
2. Assistance in Public Involvement	\$1,500.00
3. Planting Plan Design	\$1,750.00
4. Final Landscape Planting Plans	\$8,500.00
<b>Total</b>	<b>\$13,500.00</b>

Reimbursable expenses such as repro-graphics, plotting, photocopying, mileage, long distance calls, etc. are included in the total above.

1010 Morris Ave., First Floor, Birmingham, AL 35203 Tel: 205.333.8870 Fax: 205.333.4333

APPENDIX 2

Mt. Brook Sidewalks, Phase 9  
April 8, 2013 (Revised May 3, 2013)  
Page 2

ADDITIONAL SERVICES

NLA will perform additional services upon request on an hourly basis.

Our hourly rates are as follows:

President	\$135.00/hour
Principal	\$100.00/hour
Senior Associate	\$ 90.00/hour
Associate	\$ 70.00/hour
Administrative	\$ 70.00/hour

Thank you for considering NLA for the design team. If the terms of this proposal are acceptable, please sign and return the accompanying agreement for services. We look forward to working with you to help make this a great project for Mountain Brook.

Sincerely,

Nirrod Long and Associates, Inc.

Nirrod W.E. Long, III, FASLA  
President

NWEL/dg









REVISED 12-27-10

EXHIBIT X

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SAIN ASSOCIATES DATED MAY 13, 2013

CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Sain Associates, Inc.

Project Number: CMAQ-PE12(1)

Contract ID#: Supplemental Agreement #:

Date of Proposal Preparation (mm/dd/yyyy): 07/02/2013

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 07/01/2013 - 06/30/2014

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.
2) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: [Handwritten Signature]

Name of Certifying Official (Print): Vera Rutledge

Title: VP Controller

Date of Certification (mm/dd/yyyy): 07/13/2013

Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

THIS ADDENDUM ("the this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Sain Associates ("the Contractor") dated May 13, 2013.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law.

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

APPENDIX 2

SUPPLEMENTAL ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SAIN ASSOCIATES DATED MAY 13, 2013

THIS SUPPLEMENTAL ADDENDUM is made to the principal agreement between the City of Mountain Brook ("the City") and Sain Associates ("the Contractor"), dated May 13, 2013 and the Addendum, dated May 13, 2013.

This Supplemental Addendum is a part of the principal agreement and Addendum, but supersedes and controls any conflicting or inconsistent terms or provisions. The supplemental addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement or addendum, 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 supplemental addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

The parties acknowledge and agree that the scope of the Contractor's engagement shall be limited to the work described under the heading "PUBLIC INVOLVEMENT MEETING" at pages 2 and 3 of the principal agreement and that the City's liability for such preliminary work shall not exceed the lump sum referable thereto (\$11,246.91). In order to facilitate ALDOT's timely approval of the overall project (if same is ultimately authorized by the City), the Contractor shall be authorized to immediately submit the entire project to ALDOT for review with and subject to the understanding that the City's monetary liability to any agency or party shall not exceed \$11,246.91 should the City elect not to authorize any work beyond the "PUBLIC INVOLVEMENT" phase hereby approved.

DATED this \_\_\_ day of May, 2013.

Sain Associates City of Mountain Brook, Alabama
By: By:
Its: Its:

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

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

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

DATED this 13th day of May, 2013.

Sain Associates

City of Mountain Brook, Alabama

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

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

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

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

ATTACHMENT A

EQUIPMENT LIST  
City of Mountain Brook Complex

BID TABULATION

HVAC SCHEDULED MAINTENANCE FOR THE MOUNTAIN BROOK MUNICIPAL COMPLEX  
APRIL 15, 2013, 2 P.M.

- 1. H&M Mechanical Mechanical, Inc. \$2,648 Monthly fixed month charge for service  
\$3,300 Fixed cost for a complete filter change (all units)  
\$5,948 Total monthly cost
- 2. Jeffcoat Mechanical Services, Inc. \$1,906.70 Monthly fixed month charge for service  
 \$ 150.96 Monthly cost to replace all water source heat pump filters  
\$2,255.44 Monthly cost to change all HVAC filters  
\$4,313.10 Total monthly cost

- 76 - Water Source Heat Pump Units
- 3 - Gas Fired Water Boilers
- 2 - Cooling Towers
- 2 - Base Mounted Pumps
- 3 - In-line Pumps
- 4 - Vehicle Exhaust Filtration Units
- 3 - Roof Mounted Exhaust Fans
- 3 - Kitchen Exhaust Fans
- 1 - Kitchen Supply Fan
- 4 - Energy Recovery Ventilators
- 4 - Outside Air Heat Pump Units
- 1 - Fan Powered Filter Module
- Heat Pump Piping Loop Chemical Treatment
- Cooling Tower Water Chemical Treatment

APPENDIX 3

JEFFCOAT MECHANICAL SERVICES, INC.  
3628 3rd AVENUE SOUTH • BIRMINGHAM, ALABAMA 35233



HEATING • VENTILATION • AIR-CONDITIONING

ATTACHMENT B

SCOPE OF WORK  
City of Mountain Brook Complex

April 15, 2013

City of Mountain Brook  
56 Church Street  
Mountain Brook, Alabama 35213

Attention: City Manager Office

We will provide MAINTENANCE and REPAIR SERVICE for the HVAC equipment at:

- City of Mountain Brook Municipal Complex:
- City Hall - 56 Church Street
- Fire Administration and Station One - 102 Tibbett Street
- Police Department - 101 Tibbett Street

We will inspect and service the equipment listed in ATTACHMENT A of this proposal.

The work to be performed during these inspections is listed in ATTACHMENT B of this proposal.

Our price for this work will be invoiced on a monthly basis at \$1,906.70 for the term of this contract.

Rates for REPAIR SERVICE are listed in ATTACHMENT C of this proposal.

This contract will be for three years and shall begin on June 1, 2013. Each party will have the right to cancel upon 30 days written notice. We will guarantee all rates listed in this proposal, and in each subsequent rate increase proposal for one (1) year from the date of acceptance.

Please see ATTACHMENT D for terms and conditions of this proposal.

We greatly appreciate the opportunity to provide this estimate. Please call on us if there are any questions, or if we can be of further service.

HVAC Scheduled Services:

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters
- Clean condensate drain pans as required
- Cooling tower - annually interior clean and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (if required)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Visually inspect for refrigerant, oil, and water leaks.
- Inspect and tighten electrical connections
- Inspect starters, contactors, and all electrical components for wear and deficiencies.
- Radiant Heaters 1, 2, & 3 in fire station
- Cooling tower water chemical treatment
- Notify of any recommended repairs.

Jeffcoat Mechanical Services, Inc.

date: \_\_\_\_\_  
Jeff Jones Service Manager

Accepted:  
By City of Mountain Brook

*[Signature]* date: 5/13/2013  
City of Mountain Brook

ATTACHMENT C

RATES FOR REPAIR SERVICE  
City of Mountain Brook Complex

We will provide REPAIR SERVICE as requested by the customer.

**REPAIR SERVICE:** We will provide any requested repair services in addition to the work listed in ATTACHMENT B. Any additional maintenance work and all repairs will be considered REPAIR SERVICE and will be invoiced at the rates listed below. No REPAIR SERVICE work will be performed unless approved by the customer.

- Mechanic: .....\$65.00/Hour
- Material: ..... Invoice Cost Plus 25%
- Vehicle Mileage: .....\$0.68/Mile

Our normal business hours are 7:30 AM to 4:00 PM, Monday through Friday, excluding standard holidays. All work performed outside of these hours will be invoiced at OVERTIME RATES. No overtime work will be performed unless approved by the customer. OVERTIME RATES will be as follows:

- Mechanic: .....\$97.50/Hour
- Material: ..... Invoice Cost Plus 25%
- Vehicle Mileage: ..... \$0.68/Mile

ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
JEFFCOAT MECHANICAL SERVICES, INC.  
DATED MAY 13, 2013

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Jeffcoat Mechanical Services, Inc. ("the Contractor") dated May 13, 2013.

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

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:

- A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
- B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
- C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.

2. **Arbitration; Mediation; Alternate Dispute Resolution.** The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

3. **Attorney's Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

APPENDIX 3

ATTACHMENT D

TERMS AND CONDITIONS  
City of Mountain Brook Complex

1. The pricing listed in this proposal includes all labor, overhead, vehicle mileage, equipment and tool costs, permits, business licensing, and insurance costs associated with the performance of this work.
2. Acceptance is agreed to based on the terms and conditions noted in RFP #13-1211-01 provided by the City of Mountain Brook.
3. All tasks listed in the Scope of Work (Attachment B) will be performed during normal business hours.
4. This proposal does not include repair of any deficiencies discovered during preventive maintenance inspections.
5. This quote is valid for thirty (30) days.
6. No sales tax is included for material in this proposal.
7. All water source heat pump units have fiberglass throw away type filters installed from the manufacture. Proposal pricing is based on replacing the fiberglass throw away type filters with the same equivalent type in all water source heat pump units only. We recommend using pleated type filters in these units. Our option price to replace filters in all water source heat pump units with pleated type filters will be an additional \$150.96 per month.
8. All other HVAC equipment filters will be replaced with the equivalent type as existing installed by the manufacture.
9. Pricing for a complete set of filters in all HVAC equipment for budget purposes is \$ 2,255.44.
10. These services will be invoiced on a monthly basis. Payment terms will be net 30 days. Jeffcoat Mechanical Services, Inc. reserved the right to apply interest charges at 1-1/2 % per month to any past-due balance.
11. Jeffcoat Mechanical Services, Inc. does not intend to represent that the implementation of this Preventive Maintenance (PM) program will completely eliminate equipment failure. The purpose of this program is to greatly reduce the occurrence of equipment failure, to maintain efficient facility operation, and to extend the economic life of all mechanical equipment covered by this agreement.

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

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

DATED this 13th day of May, 2013.

Jeffcoat Mechanical Services, Inc.

City of Mountain Brook, Alabama

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

By: [Signature]

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

Its: Mayor

SECTION V. HVAC SCHEDULED MAINTENANCE SERVICES AND PRICING AND COMPANY INFORMATION

A. HVAC scheduled services

\$1,906.79 Fixed monthly charge for all services listed below

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters (quarterly - schedule may be adjusted based on average condition of filters after initial occupancy of complex). Filter condition assessment shall be made at 30 day increments for first quarter of occupancy to determine if quarterly replacement is adequate. Include as a separate fixed price one complete set of filters (for budget purposes) if adjustment has to be made.
- Clean condensate drain pans as required
- Cooling tower - annually interior clean and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (if required)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Other scheduled maintenance as specified by the equipment manufacturer(s) (list other scheduled services not identified above)

- B. Response time for emergency service call 2 Hours
- C. Response time for non-emergency service call 2 Hours
- D. Scheduled maintenance services to commence May 1, 2013. Contract term expires April 30, 2016.
- E. Number of Years in Business 33 Years
- F. Company Contact(s) HARRY JEFFCOAT III  
JEFF JONES  
JOHN JEFFCOAT

APPENDIX 3

SECTION IV. REFERENCES

Provide at least three (3) references that have contracted HVAC scheduled maintenance services with your company within the last twenty-four (24) months. The City reserves the right to contact references as part of the evaluation and selection process. City of Mountain Brook employees will not be accepted as a reference.

Note: The information listed below must be fully completed.

Company Name: HIGHLANDS SCHOOL (MOUNTAIN BROOK)

Company Contact: JANE JENKINS

Title of Contact: ADMINISTRATOR

Phone Number: (205) 956-3173

Type(s) of HVAC System(s): BOILERS; CHILLERS; ROOF TOP GAS/ELECTRIC PACKAGE UNITS; AC SPLIT SYSTEMS; UNIT HEATERS; PUMPS

Company Name: CHASE CORPORATE CENTER (HOVER)

Company Contact: LEISH MCKINNON

Title of Contact: PROPERTY MANAGER

Phone Number: (205) 987-1300

Type(s) of HVAC System(s): CHILLERS; COOLING TOWERS; PUMPS; AIR COMPRESSORS; AIR HANDLERS; DRY COILS; VAV BOXES; DDC CONTROLS; VFD

Company Name: ST. MARTIN IN THE PINES (BIRMINGHAM)

Company Contact: NATHANIAL JACKSON

Title of Contact: BUILDING ENGINEER

Phone Number: (205) 956-1831

Type(s) of HVAC System(s): COOLING TOWERS; BOILERS; WATER SOURCE HEAT PUMPS; PUMPS; VFD; HEAT EXCHANGERS

G. The undersigned proposer, having examined and determined the scope of the Request for Proposal, hereby proposes to provide the required travel, labor, services, materials and equipment and to perform the HVAC scheduled maintenance services as described in the proposal documents and to do all work at the prices set for hereinabove.

The undersigned proposer certifies that this proposal is made in conformity with the Request for Proposal and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Request for Proposal prepared by the City of Mountain Brook, the Request for Proposal shall prevail.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Mountain Brook, the City's Request for Proposal shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the work.

Company Name: JEFFCOAT MECHANICAL SERVICES, INC.

Designated Signature: [Signature]

Printed Name: JEFF JONES Title of Representative: SERVICE/PROJECT MANAGER

Company Address: 2628 3RD AVE SOUTH

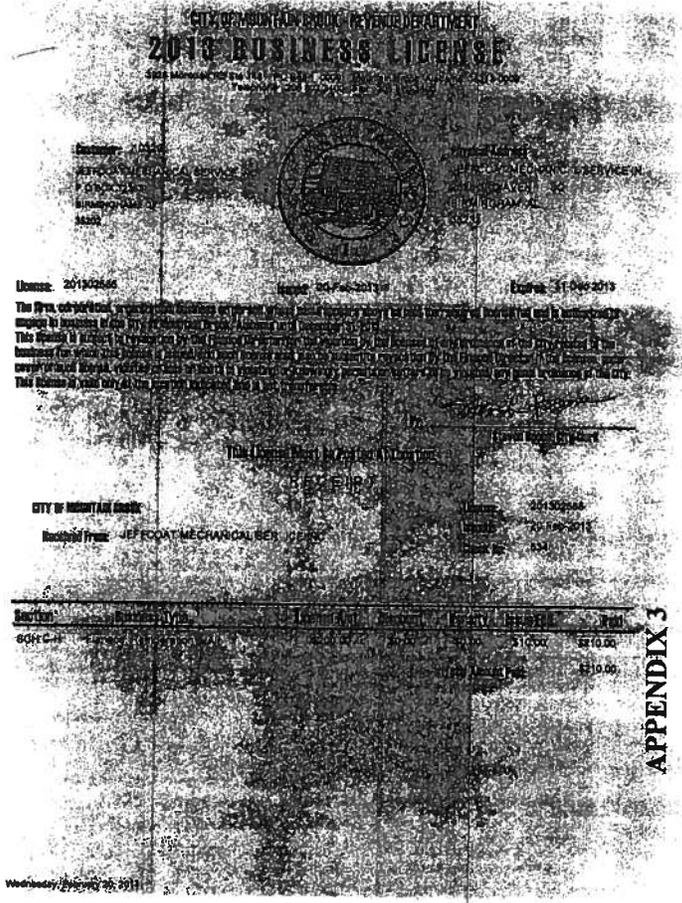
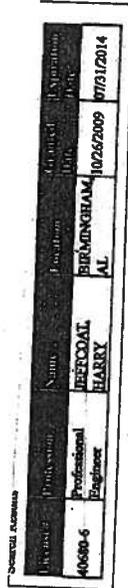
Company Phone: (205) 322-2321 Company Fax: (205) 322-4464

Company E-Mail Address: JEFFJONES@JEFFCOATMECHANICAL.COM

Website Address: Date: \_\_\_\_\_

Clarification Form  
The undersigned hereby acknowledges receipt of the following applicable clarifications:

Clarification Number	Date
_____	_____
_____	_____
_____	_____



APPENDIX 3

2013 HEATING & AIR CONDITIONING CONTRACTORS CERTIFICATION CARD  
 HEATING & AIR CONDITIONING 84784  
 JEFFCOAT Mechanical Services, Inc.  
 2638 3RD AVENUE SOUTH  
 BIRMINGHAM, AL 35205  
 2013 002445...  
 EFFECTIVE UNTIL DECEMBER 31, 2013  
 1) Peel card out 2) flip card over 3) lay back down 4) push through

JEFFCOAT MECHANICAL SERVICES, INC.  
 2638 5th AVENUE SOUTH • BIRMINGHAM, ALABAMA 35205  
  
 HEATING • VENTILATION • AIR-CONDITIONING

Personnel Responsible for Providing Services

Name	Job Title	Years with Company	Rate/Hour
Harry Jeffcoat	President\ Mechanical Engineer	33	N/A
John Jeffcoat	Sales\Project Manager	11	N/A
Jeff Jones	Service\ Project Manager	29	\$70.00
Jeff Wald	Senior Service Technician	29	\$65.00
Lynn Terry	Service\ Installation Technician	23	\$65.00
Mark Rivers	Service Technician\Manager	17	\$65.00
Brian Freeman	Service Technician	17	\$65.00
Jonathan Kelley	Service Technician	9	\$65.00
Kyle Little	Service Technician	8	\$65.00
J. Clint Earnest	Service Technician	2	\$65.00
Jacob McCombs	Service Apprentice	1	\$40.00

Employees have received training and are conversant with air handlers, chillers, boilers, cooling towers, water source heat pumps, fan coils, mini split systems, rooftop package gas/electric units, pumps, exhaust fans, energy recovery ventilators, tube heaters, outside air heat pumps, variable frequency drives, VAV boxes, PIU boxes, air compressors, heat exchangers, AC/HP split systems, Liebert HVAC computer room equipment, and DDC control systems.

Please see the following for additional documentation concerning employee's CFC Licenses, certifications for specialized training and other applicable licenses.



**GUARDIAN-IPCO, INC.**

April 12, 2013

**Guardian-Ipco Introduction:**

We wish to submit information to you regarding our credentials, training programs, and our affiliations. Guardian-IPCO, a female-owned, Alabama Corporation has been providing quality water treatment service programs since 1972. (A copy of our female-owned business enterprise certificate is available upon request.)

Guardian-IPCO is a member of the Association of Water Technologies (AWT, [www.awt.org](http://www.awt.org)) and the International Water Treatment Manufacturers Association (IWTMA). Both of these organizations are to advance technology and services in water treatment. Guardian-IPCO is also a member of the United States Green Building Council (USGBC).

We provide quality chemical products for boiler and cooling water systems. It is with great pride that we announce Guardian has obtained the International Standards Organization certification. We blend the majority of our products here at our Birmingham facility under ISO 9001:2008 Standards.

Our Quality Policy is to become the premier water treatment company in the Southeast focusing on:

- > Customer Satisfaction and
- > Continual Improvement

**Our Quality Objectives are:**

- > To achieve a 95% customer satisfaction rating
- > 95% Shipment of orders within 24 hours of receipt
- > < 5% Process defects

We are also distributors for several manufacturers of control equipment including conductivity and pH. Chemical pumps, water meters, flow meter pulsers and water softeners are also part of our equipment lines.

44 VANN DRIVE 35242 • P.O. BOX 380128 • BIRMINGHAM, ALABAMA 35238-0128  
 TELEPHONE 205-991-5316 • FAX 205-991-8563  
[www.guardian-ipco.com](http://www.guardian-ipco.com)

Our service capabilities are our strongest benefit. Our representatives are equipped with portable lab equipment to analyze any water treatment problem you may have dealing specifically with minerals and metals at your site. Listed below are just a few of our "Silver Bullets" that we provide for our customers.

- **Solution Oriented People.** Our service and technical staff are willing to "Roll up Our Sleeves" and repair, replace and maintain your treatment equipment such as controllers, pumps and softeners to assure the program stays on track.
- **Extensive Analytical Services.** We can provide analysis of water and deposit samples, corrosion studies, and microbiological testing. Routine field analyzes at the customer site is performed with a Hach DR-890 spectrophotometer and digital titration. Detailed reports are generated on site and discussed with pertinent plant personnel regarding equipment status. Consultation with plant personnel on energy and water savings is also offered as a routine service.
- **Comprehensive Operator Training.** Guardian-IPCO excels in providing technical training. Employee training is crucial to the success of your water and energy management program. We have developed a one-day, generic program to meet this educational need.
- **The Analysis Pad (TAP & TAP/NET).** This is our computer software analysis pad to generate service reports. This system stores and records tests results, inventories, water meter readings, etc. This data is transferable in the form of graphs, e-mail or electronic communication. Plus TAP/NET now offers our customers the ability to access account information such as service reports, graph/trending information & solution tracking on line from your desk.
- **Performance Guarantee.** Simply stated we stand behind what we do, if our program guidelines are followed. We guarantee to keep our customers equipment running efficiently, free from scale, corrosion, or microbiological fouling.

**Company Owner:**

Mrs. Cindy Mitchell, President at Guardian-Ipco  
 36-years water treatment experience  
 Certified Water Technologist

**Company Service Representative**

Mr. James Jackson, Area Manager at Guardian-Ipco  
 17-years water treatment experience  
 Certified Water Technologist

APPENDIX 3



**DNV BUSINESS ASSURANCE  
 MANAGEMENT SYSTEM CERTIFICATE**

Certificate No. CERT-10494-2005-AQ-HOU-ANAB

*This is to certify that*

**Guardian-IPCO**

at

44 Vann Drive, Birmingham, AL 35242 USA

*has been found to conform to the Management System Standard:*

**ISO 9001:2008**

*This Certificate is valid for the following product or service ranges:*

**The design, manufacture and sales of water treatment chemicals, equipment and test kits to feed and monitor these chemicals**

*Initial Certification date:*  
 October 11, 2005

*This Certificate is valid until:*  
 October 20, 2014

*The audit has been performed under the supervision of*  
**Michael Polk**  
 Lead Auditor

*Place and date:*  
 Houston, Texas, October 20, 2011  
 for the Accredited Unit:  
 DET NORSKE VERITAS  
 CERTIFICATION INC., HOUSTON TEXAS

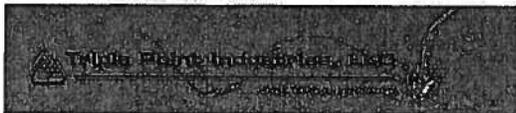


*Signature:*  
**David Shields**  
 Management Representative

Lack of fulfillment of conditions as set out in the Certification Agreement may render this Certificate invalid.

HEAD OFFICE: Det Norske Veritas Certification, Inc. 1400 Neville Drive, Katy, Texas 77449. TEL: (281) 396-1000. FAX: (281) 396-1903





To: Jeff Jones  
Service/Project Manager  
Jeffcoat Mechanical Services

Re: Subcontractor Information for City of Mountain Brook Municipal Complex.

From: Nick Harvey  
Service Technician  
Triple Point Industries, LLC

Date: April 15, 2013

**Water treatment:**

Triple Point Industries, LLC  
Owner: Charles Maynard  
Service Technician: Nick Harvey

Sincerely,

Nick Harvey  
205-369-3169

Triple Point Industries, LLC  
1813 3<sup>rd</sup> Avenue South, Birmingham, AL 35233  
Phone: 205-328-0808  
Fax: 205-328-0816  
[www.tolchemical.com](http://www.tolchemical.com)

**REQUEST FOR PROPOSAL #13-1211-01, HVAC SCHEDULED MAINTENANCE FOR THE CITY OF MOUNTAIN BROOK MUNICIPAL COMPLEX**

**MANDATORY PRESUBMISSION CONFERENCE**

The City of Mountain Brook (City) intends to enter into a purchase order contract for Scheduled Maintenance for the HVAC (heating, ventilation, air conditioning, controls) systems for the new Mountain Brook Municipal Complex buildings.

A pre-submission conference will be held on March 25, 2013 at 10:00 a.m. (CST) at the City's Council Room, 56 Church Street, Mountain Brook, AL 35213. The pre-submission conference is mandatory. The pre-submission conference will provide each vendor with an opportunity to tour the facilities, discuss the City's requirements, discuss the specifications related to the project, and ask questions that pertain to this Request for Proposal. Hard hats will be required during the mandatory pre-submission conference.

Proposals will only be accepted from those attending the pre-submission conference.

Note: Copies of equipment lists and locations will be handed out at the pre-submission conference.

For initial reference, the following equipment will be included (but not limited to) in the RFP:

- 75 – Water Source Heat Pump Units
- 3 – Gas Fired Water Boilers
- 2 – Cooling Towers
- 2 – Base Mounted Pumps
- 3 – In-line Pumps
- 4 – Vehicle Exhaust Filtration Units
- 3 – Roof Mounted Exhaust Fans
- 3 – Kitchen Exhaust Fans
- 1 – Kitchen Supply Fan
- 4 – Energy Recovery Ventilators
- 4 – Outside Air Heat Pump Units
- 1 – Fan Powered Filter Module
- Heat Pump Piping Loop Chemical Treatment

APPENDIX 3

**CITY OF MOUNTAIN BROOK**

56 Church Street (P. O. Box 130009)  
Mountain Brook, Alabama 35213

**REQUEST FOR PROPOSAL (RFP) COVER SHEET (#13-1211-01)  
HVAC SCHEDULED MAINTENANCE FOR THE  
CITY OF MOUNTAIN BROOK MUNICIPAL COMPLEX**

RFP Request Posted: March 12, 2013

RFP's to be Opened: April 15, 2013 at 2:00 p.m. at The City of Mountain Brook, 3928 Montclair Road, Suite 230, Mountain Brook, AL 35213.

To Whom It May Concern:

Proposals shall be sealed and delivered to the Office of the Purchasing Agent in the [temporary] Mountain Brook City Hall, 3928 Montclair Road, Suite 230, Mountain Brook, Alabama, prior to the above specified date and time. Proposals shall be publicly opened at the date and time specified above or as soon as practicable thereafter.

This document constitutes a REQUEST FOR PROPOSAL, and is therefore a solicitation for responses. Conversely, this RFP is not a bid and is not governed by state bidding requirements. No bid security or performance bond is required for the proposal.

Each proposer must be licensed pursuant to Alabama State law and must obtain a City of Mountain Brook business license prior to commencing work. The proposer's State of Alabama Heat and Cooling License number must be clearly written on the outside of the proposal envelope.

All proposers must use the form provided hereinbelow by the City (Section V). Proposals completed in pencil will not be accepted. Proposals should be clearly marked "Request for HVAC Scheduled Maintenance for the City Mountain Brook Municipal Complex, RFP #13-1211-01." and indicate on the outside of the envelope the DATE and TIME of the proposal opening.

The successful proposer will be required to demonstrate compliance with the Alabama Immigration Act and may be required to execute a Contractor Agreement as may be agreed upon by proposer and City.

The City reserves the right to accept or reject any or all proposals and to waive formalities.

Sam S. Gaston, City Manager and Purchasing Agent

DATE: March 13, 2013

**REQUEST FOR PROPOSAL:  
#13-1211-01, HVAC SCHEDULED MAINTENANCE AGREEMENT FOR  
CITY OF MOUNTAIN BROOK MUNICIPAL COMPLEX**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Manager, until the time and date specified below, for:

**HVAC Scheduled Maintenance for the City of Mountain Brook Municipal Complex**

**ADDRESS PROPOSALS TO:** Attention of the City Manager's Office, City Hall, 3928 Montclair Road, Suite 230, Mountain Brook, AL 35213, on or before the local time and date specified below. Proposals shall be in a sealed envelope or container and clearly marked on the front: 1) "Request for HVAC Scheduled Maintenance for the City Mountain Brook Municipal Complex, RFP #13-1211-01," 2) State of Alabama Heating and Cooling License number, and 3) the date and time of the proposal opening. **Fixed Proposals will not be accepted.**

**PROPOSALS ARE DUE NO LATER THAN:** 2:00 p.m., April 15, 2013. Proposer shall submit three (3) copies of their proposal.

The City is not responsible for delays caused by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

**BONDS AND INSURANCE:** Insurance is required, as specified in Section III B. No bid security or performance bond is required.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted in writing by 5 p.m. on April 4, 2013 to the following City representative:

**Purchasing Questions:**  
Steven Boone  
[boone@mtbrcok.org](mailto:boone@mtbrcok.org)  
(205) 802-9825  
M-F, 8:00 a.m. – 5:00 p.m. CST

**Technical Questions:**  
Bred Tew  
[btew@brantfordscourie.com](mailto:btew@brantfordscourie.com)  
(205) 714-1715  
M-F, 8:00 a.m. – 4:00 p.m. CST

The City's response to all questions and clarifications submitted by proposers will be e-mailed to all proposers that attended the mandatory pre-submission conference.

INDEX:

- Section I. Proposal Requirements Checklist
- Section II. Specific Conditions & Instructions to this Proposal
- Section III. General Conditions & Instructions to Proposers
- Section IV. References
- Section V. HVAC Scheduled Maintenance Services and Pricing and Company Information

SECTION I. PROPOSAL REQUIREMENTS CHECKLIST

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE VENDOR'S PROPOSAL

Please review the following checklist to make sure the documents are included in all three (3) copies of your proposal. The City reserves the right to reject proposals that do not contain the following items.

- \_\_\_\_\_ A summary of the proposal in letterform on your company's letterhead. The letter must be signed by an officer of the proposer or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.
- \_\_\_\_\_ A copy of the vendor's CFC License
- \_\_\_\_\_ A copy of the vendor's State of Alabama Heat and Cooling License
- \_\_\_\_\_ All state, county, and local licenses and/or certificates to prove the vendor's qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation.
- \_\_\_\_\_ At least three (3) references (including contact information) that have contracted HVAC scheduled maintenance and repair services with the bidder within the last twenty-four (24) months (Section IV). The City reserves the right to contact references as part of the evaluation and selection process. City of Mountain Brook employees will not be accepted as a reference.
- \_\_\_\_\_ Completed and signed HVAC Scheduled Maintenance Services and Pricing and Company information (Section V).
- \_\_\_\_\_ A detailed list of the personnel that will be responsible providing services pursuant to the awarded contract with the City. The list must include the following information:
  - employee's name
  - employee's job title
  - employee's areas of experience and the length of time for each area
  - special training, licensing, and certification for each employee
  - employee's CFC License
- \_\_\_\_\_ If any portion of scheduled maintenance is subcontracted to a third party firm (Chemical Treatment), detailed information regarding the company and personnel responsible for providing services must be included with the proposal. Any substitution in subcontracted work must be approved by the City Manager prior to acceptance. Failure to provide City with proper notification will be cause to terminate the Service Maintenance Agreement.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS PROPOSAL

A. SCOPE:

The City of Mountain Brook is seeking fixed monthly contract pricing for air filtration systems and HVAC (heating, ventilation, air conditioning) scheduled maintenance for the new Municipal Complex located in Crestline Village. Scheduled maintenance may include, but not be limited to, electronic control systems, cooling towers, boilers, pumps, exhaust fans, and water source heat pump units. The successful proposer will be responsible for providing labor, supervision, materials, equipment, transportation, service, and the shop facilities necessary to perform high quality work.

B. BUILDINGS & ADDRESSES:

The following buildings/facilities will be included in this contract. Building representatives should not be contacted (See page 2 for instructions on questions and clarifications).

A list of the names and the numbers of the building representatives will be provided to the awarded vendor.

Building Name	Building Address
City Hall	56 Church Street
Fire Administration and Station One	102 Tibbett Street
Police Department	101 Tibbett Street

The City reserves the right to add additional buildings/facilities throughout the term of this contract.

C. EQUIPMENT LISTS AND MAINTENANCE SCHEDULES:

Equipment lists and maintenance schedules for the buildings referenced in this Request for Proposal will be distributed at the mandatory pre-submission conference on March 25, 2013. All questions and clarifications regarding the equipment lists and maintenance schedules that are not addressed at the pre-submission conference must be submitted in writing by April 4, 2013 to bteiw@brastfieldgorrie.com (See page 3, Questions).

D. TERM OF CONTRACT:

1. The initial term of this contract shall be for three (3) years commencing May 1, 2013. No price escalation will be allowed during the original term of this contract. The City and the successful proposer may renew the original contract for three (3) additional one-year time periods by mutual agreement.
2. Notice of intent to renew will be given to the contractor in writing ninety (90) calendar days prior to expiration date of the current contract. This notice will not be deemed to commit the City of Mountain Brook to a contract renewal.
3. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Purchasing Agent sixty (60) days prior to contract start date. Documentation for price increases shall include, but not be limited to, actual material invoices, copies of commercial price lists, provision of appropriate price indices, etc., which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

E. VENDOR QUALIFICATIONS AND LICENSING REQUIREMENTS:

1. Bidders must have at least five (5) years of experience in the commercial HVAC business. All technicians selected to perform work for this contract must have a minimum of three (3) years commercial HVAC experience in servicing water source heat pump units, control systems, and mechanical equipment.
2. All technicians selected to perform work for this contract must be fully qualified and certified in refrigerant recovery systems (Universal certification required); proof of certification must be submitted with the vendor's proposal.
3. Vendors must possess and submit with their proposal all state, county, and local licenses and/or certificates to prove their qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation.

F. CONTRACT SPECIFICATIONS & REQUIREMENTS:

1. The facility is a Municipal Complex that operates specific areas of the buildings (Police and Fire) 24 hours a day, 7 days a week. Therefore, service response time is critical regardless of time of day.
2. All technicians selected to work on this contract must be familiar with the Municipal Complex and the location of the HVAC systems. The contractor's representative will be responsible for training the technicians on the layout of each building and the location of the HVAC systems.
3. Helpers/Non-technicians will not be allowed to perform a job unsupervised.
4. All technicians employed by the contractor will be required to wear identification at the Complex, including a name tag and clothing identifying the contractor's company.
5. The contractor will be entrusted to designate a primary technician for the project. The primary technician will be responsible for the assigned facility throughout the term of the contract. The primary technician will be responsible for designating a qualified technician to perform work required after regular business hours with the approval of the City.
6. Professional workmanship shall meet or exceed existing industry standards. Unless otherwise specified, the contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty.

If any defects or signs of deterioration are noted which in the City's opinion are due to faulty workmanship or materials, the contractor, upon notification and at his/her expense, shall make the necessary repairs to correct any deficiency in the system. All systems must be fully functional and operational after the repair(s) have been made. All repairs shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.

All materials furnished under this contract shall be the latest improved models in current production, as offered through commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by City. The contractor shall provide the authorized building representative with all manufacturers' warranty documents upon completion of installation and training prior to leaving the job site.

In the event that the new equipment or parts installed by the contractor fails and is under warranty, the contractor will be responsible for replacement and contacting the company for warranty repair. The City will not be responsible for any additional costs to repair new equipment or parts that are still under warranty. The contractor is responsible for all liability.

Any replacement parts for existing or new equipment must be accompanied by written recommendation by the manufacturer. All written recommendations must be available to the City at any time.

Regardless of any statement to the contrary, the contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

7. Contractor shall complete work during the service call-in order to prevent follow up work. If follow-up work is required to correct recent work, including improper repairs, installation, or substandard parts, the City shall not be charged.
8. If a job cannot be completed during regular business hours and the contractor can make a temporary repair, the contractor will be allowed to finish the repair during regular business hours.
9. If overtime hours are required to complete work, the contractor must receive approval from the building representative prior to commencement of work. The City reserves the right to request that the contractor receive written approval from the building representative prior to commencement of work.
10. Any shutdown of service and/or utilities must be approved and scheduled with the building representative.
11. All technicians shall report to the building representative or authorized representative before commencement of work. All technicians may be required to sign-in and sign-out at the site of work and document the time in and the time out on the sign in sheet.
22. The contractor will be required to keep legible and detailed documentation on all work performed under this contract. Detailed documentation includes but is not limited to the following items:
  - name of building representative that placed the service call
  - date of service
  - time in and time out
  - building serviced
  - specific area and equipment being serviced (location of equipment, make and model, serial number)
  - detailed diagnosis of the problem/repair

APPENDIX 3

SAFETY: The contractor shall, prior to commencing work, thoroughly examine and become familiar with the systems and associated facilities to ensure the service can be completed in an orderly and safe manner. In addition, the contractor shall maintain a safe work environment at all times. The technician shall report repairs.

The service tag/holder must contain adequate space to document scheduled maintenance work performed (e.g., filter changes, cleaning, etc.) and future repairs and must be placed in a location to prevent weather related damage. The technician shall not place the new service tag over pre-existing service tags, including tags that have previous scheduled maintenance history and equipment.

- The date service
- The name of the technician(s)
- description of the scheduled maintenance service(s) performed.

Following information:

1. All technicians shall complete a service tag/holder and attach it to the service equipment after completion of scheduled maintenance service. The service tag/holder shall be used to document the following information:

1. SERVICE TAG: The City reserves the right to obtain competitive quotes and determine who will be selected to perform the required services for major repairs.

14. MAJOR REPAIRS (AFTER THE EQUIPMENT WARRANTY EXPIRES): Major repair shall be defined as any repair exceeding one thousand dollars (\$1,000). Prior to commencing work, the contractor shall submit a written estimate to the building representative for the cost of time and materials for major repair. The contractor must receive written authorization and approval from the department head or designated representative before commencing work. If the repair is deemed as this contract shall be at the contractor's risk and the City shall not be responsible for payment to the contractor for any work performed by the contractor that is not bid/ably authorized.

15. SERVICE CALLS AND RESPONSE TIME: All HVAC systems to be maintained under the contract are new systems covered under manufacturer's warranty. The scheduled maintenance service provider must be certain to perform warranty work for available for emergency calls on a twenty-four (24) hour basis, seven days a week.

4. Because the complex operates 24 hours a day 7 days a week, the contractor shall respond and commence work within two (2) hours or less for any request.

The contractor shall complete all scheduled work during normal working hours from 8:00 a.m. to 5:00 p.m., unless the City has placed a service call outside of this timeframe. The building representative may approve or disapprove any work to be scheduled outside of normal working hours. Showdown shall be scheduled and approved at the convenience of the owner.

16. SERVICE CALLS AFTER THE EQUIPMENT WARRANTY EXPIRES: Major repair shall be defined as any repair exceeding one thousand dollars (\$1,000). Prior to commencing work, the contractor shall submit a written estimate to the building representative for the cost of time and materials for major repair. The contractor must receive written authorization and approval from the department head or designated representative before commencing work. If the repair is deemed as this contract shall be at the contractor's risk and the City shall not be responsible for payment to the contractor for any work performed by the contractor that is not bid/ably authorized.

17. The contractor will be responsible for providing written documentation to the City on any work that requires the City's warranties on all equipment. The written documentation must be provided prior to commencement of work.

18. Materials or chemicals will not be allowed to be stored in either complex building. Chemicals or substances that carry an MSDS data sheet shall not be left unattended (for any reason) during time of use.

19. The contractor shall use product/equipment and manufactured approved details on City property and facilities.

20. The contractor shall be responsible for the removal of all debris and trash before leaving the work area. Clean-up of the work area shall be at no additional cost to the City.

21. The contractor shall be responsible for the replacement (at its expense) of any calling this damaged or noticeably soiled during a service call.

22. If at any time the City is dissatisfied with the service and/or the labor performed under this contract, the City may request and require a new technician(s) to service its buildings.

23. The City reserves the right to terminate this contract if the materials, equipment, or labor provided under this contract do not meet or exceed industry standards. The City will be the only party responsible for making the final determination on quality of material, equipment, and contractor workmanship.

24. The contractor may subcontract heat pump system chemical treatment work. If chemical treatment is sub-contracted, that company shall be included in the proposal naming owner and responsible technician for work. Work shall not be conducted by sub-contracted vendor unless under the direct supervision of the scheduled maintenance agreement representative. Any change in the sub-contract agreement must be approved by the City Manager thirty (30) days prior to change.

25. All commodities and/or services shall comply with applicable OSHA regulations in effect at the tender days after work performance and attached to invoices for all billable service calls.

26. All documentation must be filed to the Purchasing Agent (205) 802-2803 within seven (7) calendar days after work performance and attached to invoices for all billable service calls.

27. All commodities and/or services shall comply with applicable OSHA regulations in effect at the tender days after work performance and attached to invoices for all billable service calls.

- number of services hours
- hourly rate for services performed
- material(s) used
- cost of material(s)/equipment
- name of the technician
- job title of the technician
- description of building representative
- warranty of any new material/equipment installed

28. The contractor shall provide all of the necessary equipment and tools required to perform the services of this contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

29. Prior to beginning work, the contractor will be responsible for submitting all required/necessary permits such as, but not limited to, working permits, etc.

30. Each bidder will be required to attend a pre-proposal conference on March 25, 2013 at 10:00 a.m. (CST). During the pre-proposal conference vendors will have an opportunity to inspect the complex and equipment included in this contract and ask questions that pertain to the proposal. The general location of equipment may affect the cost and performance of the contract. Vendors shall provide the pre-proposal conference by mandatory.

31. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated. All deviations from the request must be noted in detail by the vendor, in writing, at the time of submittal of this proposal. The absence of a written list of deviations at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications contained in this request for proposal.

1. Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposal, the site, or local conditions.

2. Bidders requiring clarification or interpretation of the Request for Proposal shall make a request to the Purchasing Agent by April 4, 2013.

3. No oral interpretation of the Request for Proposal will be made.

4. Clarification to this Request for Proposal shall be addressed by addendum. The addendum will be e-mailed to all prospective bidders who attend the mandatory pre-conference meeting. All addenda issued shall become part of the Request for Proposal and contract documents.

5. The following items must be included in all three (3) copies of the vendor's proposal:

- a. A summary of the proposal in reference to the vendor's letterhead. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract or by acceptance or exception to our terms must be noted in the letter.
- b. Copy of vendor's State of Alabama Hearing and Cooling License
- c. All state, county, and local licenses and/or certificates to prove the vendor's qualifications in heating, ventilation, and air conditioning maintenance, repair, and installation.
- d. At least three (3) references (including contact information) that have contracted HVAC advance maintenance and repair services with the bidder within the last twenty-four (24) months (Section V). It is mandatory the contractor has personnel trained in the maintenance and service of water source heat pump systems. The City reserves the right to contact references as part of the evaluation and selection process. City of Mountain Brook employees will not be accepted as a reference.
- e. Completed and signed company information and price sheet (Section V). The City is not responsible for the vendor's failure to provide information and pricing on requested items.
- f. A detailed list of the personnel that will be responsible for the contract with the City. The list must include the following information:
  1. employee's name
  2. employee's area of expertise and the length of time for each area
  3. special training, license, and certification for each employee
  4. employee's CTC License
  5. labor rate for each employee

6. INTERPRETATION OF REQUEST FOR PROPOSAL:

7. All prices/contracts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract. The City shall not be billed separately for subcontractor work; the pricing supplied by the vendor shall include these fees.

8. Proposed pricing shall be firm from the beginning date of the signed purchase order. All proposed discounts must be clearly stated and identified by product and/or service. During the initial term of the contract no price escalation will be allowed.

9. The bidder is responsible for all costs related to the preparation of this proposal.

10. Instructions to Proposer, Section B, B. Insurance Requirements.

11. Vendors are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.

12. The contractor shall provide all of the necessary equipment and tools required to perform the services of this contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

13. Prior to beginning work, the contractor will be responsible for submitting all required/necessary permits such as, but not limited to, working permits, etc.

14. Each bidder will be required to attend a pre-proposal conference on March 25, 2013 at 10:00 a.m. (CST). During the pre-proposal conference vendors will have an opportunity to inspect the complex and equipment included in this contract and ask questions that pertain to the proposal. The general location of equipment may affect the cost and performance of the contract. Vendors shall provide the pre-proposal conference by mandatory.

15. The contractor shall provide all of the necessary equipment and tools required to perform the services of this contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

16. Prior to beginning work, the contractor will be responsible for submitting all required/necessary permits such as, but not limited to, working permits, etc.

17. Each bidder will be required to attend a pre-proposal conference on March 25, 2013 at 10:00 a.m. (CST). During the pre-proposal conference vendors will have an opportunity to inspect the complex and equipment included in this contract and ask questions that pertain to the proposal. The general location of equipment may affect the cost and performance of the contract. Vendors shall provide the pre-proposal conference by mandatory.

18. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated. All deviations from the request must be noted in detail by the vendor, in writing, at the time of submittal of this proposal. The absence of a written list of deviations at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications contained in this request for proposal.

19. Vendors are required to meet all qualifications and specifications of this Request for Proposal in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request for Proposal, they may be disqualified.

20. The bidder is responsible for all costs related to the preparation of this proposal.

21. Instructions to Proposer, Section B, B. Insurance Requirements.

22. Proposed pricing shall be firm from the beginning date of the signed purchase order. All proposed discounts must be clearly stated and identified by product and/or service. During the initial term of the contract no price escalation will be allowed.

23. All prices/contracts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract. The City shall not be billed separately for subcontractor work; the pricing supplied by the vendor shall include these fees.

24. The contractor shall provide all of the necessary equipment and tools required to perform the services of this contract. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.

25. Prior to beginning work, the contractor will be responsible for submitting all required/necessary permits such as, but not limited to, working permits, etc.

26. Each bidder will be required to attend a pre-proposal conference on March 25, 2013 at 10:00 a.m. (CST). During the pre-proposal conference vendors will have an opportunity to inspect the complex and equipment included in this contract and ask questions that pertain to the proposal. The general location of equipment may affect the cost and performance of the contract. Vendors shall provide the pre-proposal conference by mandatory.

27. The submission of a proposal by a vendor implies vendor acceptance of the terms and conditions herein, unless otherwise stated. All deviations from the request must be noted in detail by the vendor, in writing, at the time of submittal of this proposal. The absence of a written list of deviations at the time of submittal of the proposal will hold the vendor strictly accountable to the specifications contained in this request for proposal.

APPENDIX 3

- M. CONTRACT AWARD:**
- The vendor's proposal must be complete to be considered for award.
  - The City reserves the right to qualify, accept, or reject any or all proposer as deemed to be in the best interest of the City. The City of Mountain Brook reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Mountain Brook reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
  - It is the City's intent to make an award within thirty (30) working days of the proposal due date.
  - Award, if made, will be in accordance with the terms and conditions herein.
  - Award, if made, shall be in the form of a Purchase Order.
  - Consideration may be given to proposed pricing and time commitment to pricing, past experience and working relationship with the City, bidder's qualifications and experience, response time to service calls, company's reputation and financial status, guarantees and warranties, adherence to the specifications of the Request for Proposal, and references.
  - The successful proposer will be required to submit a certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:  
    - The City of Mountain Brook as additional insured
    - Project bid number and project title as the description
    - Insurance carriers will be rated as A or better by A.M. Best
  - It is the proposer's responsibility to renew and provide updated insurance information to the City.
  - Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.
- N. EVALUATION PROCESS:**  
 An evaluation committee will independently evaluate the merit of proposals. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. Price will not be the only factor considered when evaluating the proposals. All decisions of the City are final.

- RECEIPT OF PROPOSALS.** Unless otherwise required by the State of Alabama Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing proposers of the identity of the proposer with whom the City is negotiating or the contents of the proposal.
- PROPOSALS BINDING 120 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for one hundred and twenty (120) calendar days following proposal date, unless the proposer(s), at the City's request, agrees in writing to an extension.
- TRADE SECRETS OR PROPRIETY INFORMATION.** The laws of Alabama require that at the conclusion of the selection process the contents of all proposals be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
- MULTIPLE PROPOSALS.** Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
- COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Mountain Brook upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the proposer, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
- COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- OFFICERS NOT TO BENEFIT.** Upon signing this proposal document, Contractor acknowledges that Alabama Law prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement.
- EQUAL EMPLOYMENT OPPORTUNITY.** All proposers are subject to and must comply with the provisions of the City's Equal Employment Opportunity (EEO) policy and applicable local, state and federal anti-discrimination laws.

**SECTION III. RFP - GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS  
CITY OF MOUNTAIN BROOK - PURCHASING DIVISION**

The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer's own risk.

**REQUEST FOR PROPOSAL (RFP):** Is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is therefore a solicitation for responses. Conversely, this RFP is not a bid and is not governed by state bidding requirements.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Any acceptance of a proposal shall not result in a binding contract between the City and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

- COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to the proposal.
- ADDRESSING OF PROPOSAL.** Faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with the following: "Request for HVAC Scheduled Maintenance for the City Mountain Brook Municipal Complex, RFP #13-1211-01."  
  
 City Manager's Office  
 City of Mountain Brook  
 3928 Montclair Road, Suite 230  
 Mountain Brook, Alabama 35213
- PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Manager or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to specified proposal date.

**B. INSURANCE**

- INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:
    - Certificate of Insurance; Cancellation or Modification**
      - Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.
      - The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
      - Cancellation or modification of said policy or policies shall be considered just cause for the City of Mountain Brook to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performance on the contract.
    - Insurance Requirements - Minimum Coverage**
      - Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:
 

Type of Coverage/Each	Occurrence	Aggregate
a. Comprehensive General Liability		
- Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability		
- Combined Single Limit	\$1,000,000	
- Bodily Injury & Property Damage	\$1,000,000	\$1,000,000
c. Excess Liability	\$1,000,000	
b. Worker's compensation insurance	Statutory Limits	
- The City requires that the Contractor's insurance carrier be A rated or better by A.M. Best.
- Hold Harmless; Endorsement Required**
    - The Proposer, including their subcontractors, contractors, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Mountain Brook and its officers, employees, and agents from any and all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the Proposer's operations under this document.
    - Proposer is not, and shall not be deemed to be, an agent or employee of the City of Mountain Brook.

(3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third-party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer. The City's decision to approve or disapprove of a proposed alternate shall be final.

3. QUALIFICATIONS, CREDENTIALS AND REFERENCES. The proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.

4. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Mountain Brook web-site www.mtnbrook.org. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or

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changes shall not be relied upon by proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the proposer's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

D. SELECTION OF FIRM

1. REJECTION OF PROPOSALS. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.

2. SELECTION. The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to provide the preventative maintenance services, and who also negotiates a fee with the City that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful proposer is selected. Criteria for selection will include but not be limited to:

- ability to provide the type and quality of service that best meets the needs of the City
- organization, size, management and structure of the firm to provide service
- experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments
- satisfactory reference checks of clients on similar projects
- previous and existing compliance with laws and ordinances relating to contracts with the City and to the proposer's employment practices
- whether the proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City
- if a reasonable doubt arises as to proposer's solvency, the City reserves the right to require financial information sufficient to show solvency
- cost estimate; the City is not required to accept the proposal with the lowest cost estimate

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.

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4. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews. Including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

5. LOCAL PURCHASES. Unless otherwise specified, cost and other considerations being equal, local firms (i.e. an office in Mountain Brook) shall be given first consideration for the project.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the preventative maintenance services to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.

2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.

3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

4. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.

5. SUBLITTING OF CONTRACT. Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. CONTRACT PERIOD. Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

b. Terminated due to default, as described below.

7. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

If the Contract is terminated, an award may then be made to the next qualified proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.

8. INDEMNITY. The Proposer shall indemnify, defend and hold harmless the City of Mountain Brook and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Mountain Brook. Proposer further agrees to:

a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.

b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Alabama and the Federal Government.

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APPENDIX 3

9. **NON-DISCRIMINATION.** Proposer shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual preference, disability, marital status, gender identity or age, in keeping with the Equal Employment Policy Statement, or otherwise commit an unfair employment practice. Proposer further agrees that this non-discriminatory agreement shall be incorporated by the Proposer in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

**F. PAYMENT PROVISIONS**

- PAYMENT TERMS.** As outlined and agreed upon in the proposal and negotiations.
- INVOICING.** Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice in duplicate to:  
  
Accounts Payable  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, Alabama 35213-0009
- TAXES.** The City of Mountain Brook is exempt from all Federal, State of Alabama and other states' taxes on the purchase of commodities and services used by the City of Mountain Brook within the State of Alabama. The City Clerk, or his designee, shall provide tax exemption documentation upon request.

**SECTION V. HVAC SCHEDULED MAINTENANCE SERVICES AND PRICING AND COMPANY INFORMATION**

A. HVAC scheduled services \$ \_\_\_\_\_ Fixed monthly charge for all services listed below

- Replace fan belts semi-annually
- Check fan pulley alignments
- Replace filters (quarterly – schedule may be adjusted based on average condition of filters after initial occupancy of complex). Filter condition assessment shall be made at 30 day increments for first quarter of occupancy to determine if quarterly replacement is adequate. Include as a separate fixed price one complete set of filters (for budget purposes) if adjustment has to be made.
- Clean condensate drain pans as required
- Cooling tower - annually interior clean and seasonal start-up
- Test safety controls
- Measure and record system pressures and temperatures
- Record motor amperage
- Heating system annual check and seasonal start-up
- Adjust fresh air dampers (if required)
- Check calibration of thermostats
- Check blower assembly
- Lubricate all moving parts pursuant to manufacturer specifications
- Maintain service log
- Other scheduled maintenance as specified by the equipment manufacturer(s) (list other scheduled services not identified above)

- B. Response time for emergency service call \_\_\_\_\_ Hours
- C. Response time for non-emergency service call \_\_\_\_\_ Hours
- D. Scheduled maintenance services to commence May 1, 2013. Contract term expires April 30, 2016.
- E. Number of Years in Business \_\_\_\_\_ Years
- F. Company Contact(s) \_\_\_\_\_

APPENDIX 3

**SECTION IV. REFERENCES**

Provide at least three (3) references that have contracted HVAC scheduled maintenance services with your company within the last twenty-four (24) months. The City reserves the right to contact references as part of the evaluation and selection process. City of Mountain Brook employees will not be accepted as a reference.

Note: The information listed below must be fully completed.

Company Name: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Title of Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Type(s) of HVAC System(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Title of Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Type(s) of HVAC System(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Company Contact: \_\_\_\_\_  
 Title of Contact: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Type(s) of HVAC System(s): \_\_\_\_\_

G. The undersigned proposer, having examined and determined the scope of the Request for Proposal, hereby proposes to provide the required travel, labor, services, materials and equipment and to perform the HVAC scheduled maintenance services as described in the proposal documents and to do all work at the prices set for hereinabove.

The undersigned proposer certifies that this proposal is made in conformity with the Request for Proposal and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Request for Proposal prepared by the City of Mountain Brook, the Request for Proposal shall prevail.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Mountain Brook, the City's Request for Proposal shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the work.

Company Name: \_\_\_\_\_  
 Designated Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title of Representative: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_  
 Company E-Mail Address: \_\_\_\_\_  
 Website Address: Date: \_\_\_\_\_

**Clarification Form**  
 The undersigned hereby acknowledges receipt of the following applicable clarifications:

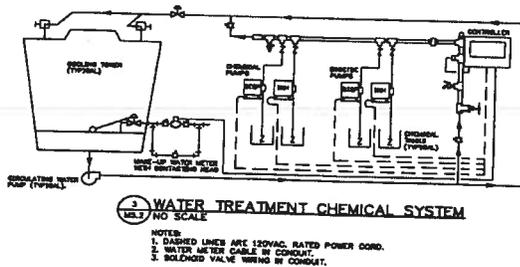
Clarification Number	Date
_____	_____
_____	_____
_____	_____

Mountain Brook Municipal Complex  
 HVAC Maintenance Request for Proposal  
 Addendum #1

1. Will the installing contractor (P & M) add glycol or some other type antifreeze to the condenser water system to prevent the cooling tower from freezing?  
 The cooling tower is equipped with an electric pan heater for freeze protection.
2. Are the tube heaters installed in the building included in the maintenance proposal?  
 Radiant heaters RTH-1, 2 & 3 shall be included in the maintenance contract to be tested annually prior to the heating season.
3. What is the manufacturer and type control system installed and will the control system maintenance be included?  
 Controls are by Carrier (i-Vu System) Controls will be covered under the one (1) year warranty period after Owner acceptance.
4. What is the installing contractor's (P & M) warranty period and what is included in their warranty?  
 The standard construction warranty applies which is one (1) year from substantial completion and acceptance date from the City. Substantial Completion is April 24<sup>th</sup>, 2013.
5. Will we be the point of contact during the installing contractor's (P & M) warranty period?  
 P&M will be responsible for warranty issues during the first year after Owner occupancy.
6. Are repairs included in this maintenance contract or is only preventative maintenance included?  
 Refer to page 9 of 23 in RFP where Major Repairs are addressed (after the equipment warranty expires)
7. How will tax exempt purchases be made?  
 The City can enter into a sales tax agency agreement with the successful bidder which will allow them to issue purchase orders on behalf/and in the name of the City of Mountain Brook.

APPENDIX 3

8. It will be necessary to provide water treatment for the cooling tower to prevent scaling. This equipment must be located at or near the cooling tower. Who provides this water treatment? Will electrical power be provided for this equipment? Where should this equipment be located?  
 The equipment is located in a storage container in the mechanical yard. The water treatment is provided by Chem Aqua for one year after substantial completion, as part of the one year warranty with P&M Mechanical. There will be 120 volt power out to the container for the equipment. The chemicals can be stored in the storage container in the mechanical yard. For more information, please see the schematic from the drawings below.



9. Will insulation and heat tape be added to keep the external pump and piping on cooling tower from freezing?  
 Heat trace has been installed on exposed piping from the building to the tower.
10. What form of proposal or bid form should be used?  
 See pages 22 and 23 of the RFP to be completed by each maintenance service provider bidding on the work.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130508100851807

Type License: 020 - RESTAURANT RETAIL LIQUOR
Trade Name: TRACYS RESTAURANT
Applicant: TRACYS FINE FOODS LLC
Location Address: 75 CHURCH ST MOUNTAIN BROOK, AL 35213

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: JAMES W TRACY, MEMBER, 02/18/64 BIRMINGHAM, AL, 2012 SURREY RD BIRMINGHAM, AL 35223

Has applicant complied with financial responsibility ABC RR 20-X-5-.147 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

Contact Person: JAMES W TRACY
Business Phone: 205-603-3005
Fax:

Home Phone: 205-541-2495
Cell Phone: 205-541-2495
E-mail: jtracy7973@att.net

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130508100851807

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GLORIA MANOR TRUST 205-249-3007
What is lessor's primary business? PROPERTY LEASING

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1500 Display Square Footage:
Building seating capacity: 56 Does Licensed premises include a patio area? YES

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)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Row 1: JAMES W TRACY, PETTY LARCENY, 6/01/1980, GULF BREEZE, FL, NOL PROSS. Row 2: JAMES W TRACY, DUI, 09/04/1982, BIRMINGHAM, DISMISSED

APPENDIX 4



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20130508100851807

Initial each Signature page
In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to ACT No. 80-829, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

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) JAMES W. TRACY
Signature of Applicant [Signature]

Notary Name (print) Ashley Pruitt
Notary Signature: [Signature]

Commission expires Jun 29, 2017

Application Taken: 4/15 App. Inv. Completed: 4/15
Submitted to Local Government: 4/15 Forwarded to District Office: 4/15
Received in District Office: 4/15 Reviewed by Supervisor: Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: 20130508100851807
Application Payment Confirmation Number: 5591058

Payment Summary table with columns: Payment Item, Amount, Fee. Includes Application Fee for License 020 (\$50.00) and License Payment Confirmation Number.

Application Type

Applicant Information

Application Type: APPLICATION

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: JEFFERSON
Business Type: LLC
Trade Name: TRACYS RESTAURANT

5/10/13

City of Mountain Brook Mail - Fwd:



Steve Boone <boones@mtnbrook.org>

Fwd:

1 message

Ted Cook <cookt@mtnbrook.org> Fri, May 10, 2013 at 1:14 PM  
To: Sam Gaston <gastons@mtnbrook.org>, Steve Boone <boones@mtnbrook.org>

Can we get this on Mondays agenda for Council consideration? Another one is coming regarding the metal detectors Steve and I talked about yesterday.

Sent from my iPad

Begin forwarded message:

From: Jay Williams <williamsj@mtnbrook.org>  
To: Ted Cook <cookt@mtnbrook.org>  
Subject: Fwd:

Chief Belding and Sgt. Bailey came to the range today and looked at one of our surplus vehicles. The vehicle they are interested in purchasing is a 2005 Dodge Durango vln 1D8HD48N85F538837. Chief Belding told me that he has approval to spend \$1,000.00. I feel that the sale of the vehicle to Kimberly Police Department would be beneficial to both jurisdictions. Kimberly has limited assets for the purchase of equipment and in my opinion it serves the law enforcement community in general when equipment is conveyed from jurisdiction to jurisdiction in this manner. Thanks for your consideration and let me know if I can do anything further to assist in this process.

----- Forwarded message -----  
From: Jay Williams <williamsj@mtnbrook.org>  
Date: Fri, May 10, 2013 at 1:01 PM  
Subject:  
To: Jay Williams <williamsj@mtnbrook.org>

Lieutenant J.C. Williams  
Mountain Brook Police Department  
8 Office Park Circle  
Mountain Brook Alabama 35223  
205-802-3862 Office  
williamsj@mtnbrook.org

<https://mail.google.com/mail/u/0/?ui=2&ik=01587316a1&view=pt&search=inbox&th=13e9fa6740842438>

Kimberly Police Department  
9256 Stoutz Road  
Po Box 206  
Kimberly, Alabama 35091  
Phone (205)647-5531 Fax (205)647-5231

May 9, 2013

Dear Chief Ted Cook,

The City of Kimberly is interested in purchasing one of Mountain Brooks surplus vehicles. We have been approved to spend a \$1000.00.

Sincerely yours,

James Belding  
Chief of Police



Steve Boone <boones@mtnbrook.org>

---

**Fw: Metal detector**

2 messages

---

cookt@mtnbrook.org <cookt@mtnbrook.org>

Fri, May 10, 2013 at 3:50 PM

Reply-To: cookt@mtnbrook.org

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

Metal Detector info

Sent from my BlackBerry® wireless device provided by SouthernLINC Wireless

---

**From:** Jay Williams <williamsj@mtnbrook.org>

**Date:** Fri, 10 May 2013 15:48:56 -0500

**To:** Ted Cook <cookt@mtnbrook.org>

**Subject:** Re: Metal detector

Perkin Detection

Sentrie LC

serial number 010806W

APPENDIX 6

On Fri, May 10, 2013 at 1:14 PM, Ted Cook <cookt@mtnbrook.org> wrote:

Do you know if there is any identifying numbers on it?

Sent from my iPad

On May 10, 2013, at 1:11 PM, Jay Williams <williamsj@mtnbrook.org> wrote:

Kimberly wants the detector.

—  
Lieutenant J.C. Williams  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook Alabama 35213  
205-802-3862 Office  
williamsj@mtnbrook.org

—  
Lieutenant J.C. Williams  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook Alabama 35213  
205-802-3862 Office  
williamsj@mtnbrook.org



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20130314101340984



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20130314101340984



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: \$100.00 County: \$75.00
Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: \$100.00 County: \$75.00
Trade Name: URBAN COOK HOUSE Filing Fee: \$100.00
Applicant: UC CRESTLINE LLC Transfer Fee:
Location Address: 212 COUNTRY CLUB PARK MOUNTAIN BROOK, AL 35213
Mailing Address: PO BOX 61108 COLUMBIA, SC 29260
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Sale of Products Containing Ephedrine: NO Type Ownership: LLC
Book, Page, or Document Info: LR201220 3314 Do you sell Draft Beer: Y
Date Incorporated: 12/13/2012 State Incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 12/13/2012 Alabama State Sales Tax ID: R008218748

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Includes David Lee Snyder and William Michael Gillespie Jr.

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: DAVID SNYDER Home Phone: 205-613-3548
Business Phone: 205-602-8778 Cell Phone: 205-613-3548
Fax: E-mail: DAVID@URBANCOOKHOUSE.COM
PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: FIRE License 1: 001909837
Applicant: STEVEN LUTHER LLC License 2:

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SCOTT & SCOTT INC 205-326-2222
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO
Does the premise have a fully equipped kitchen? YES
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: 2600 Display Square Footage:
Building seating capacity: 75 Does Licensed premises include a patio area? YES
License Structure: ONE STORY License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 10 Nearest: 05
Nearest school: 1.5 miles Nearest church: 1.5 miles Nearest residence: 1.5 miles
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)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Includes vertical text 'APPENDIX 7' on the right side.

CITY OF MOUNTAIN BROOK, ALABAMA BUSINESS APPLICATION The city does not impose a business license tax in its police jurisdiction

Form with fields for City of Mountain Brook, Alabama Business Application, including estimated gross receipts and fee information.



CITY OF MOUNTAIN BROOK P. O. Box 130009 Mountain Brook, Alabama 35213-0009 Telephone: 205.822.2400 Facsimile: 205.879.6913 www.mtnbrook.org

APPLICATION TYPE: New Location Change Mail Change Name Change Update
Legal Business Name: UC Crestline, LLC
Trade Name: (if different from above) Urban Cookhouse

Federal ID number or Social Security Number (if sole-prop with no employees): 46-1624987
If leasing property for business location please list landlord/agent co: South Place 205-326-2222

Business Activities (brief desc. - ex. retail clothing sales, wholesale food sales, rental of industrial equip., computer consulting, etc.): Restaurant with Beer/Wine

Physical Address: 212 Country Club Park, Mountain Brook, AL 35213
Mailing Address: PO Box 61108 Columbia, SC 29209
Telephone: (Business) (Home) (Cell) (Fax) (In Case of Emergency)

Email: Heidi@urbancookhouse.com Website: www.urbancookhouse.com
Name/Phone # for Contact Person: Will Gillespie (owner), 802 312 4110
Email Address for Contact Person: will@urbancookhouse.com

List Names of Owner(s), Partners, or Officers (Attach separate sheet if necessary)
Will Gillespie and David Snyder are both owners

Date Business Activity Initiated or Proposed in Mountain Brook: July 2013 # of Employees in Mtn Brook: 20+
This application has been examined by me and is, to the best of my knowledge, a true and complete representation of the above named entity, and person(s) listed.
Date: 5/13/13 Signature: Heidi Title: Office Controller

May 14, 2013

Alabama ABC Board 211 Summit Parkway, Suite 106 Crescent Center Homewood, AL 35209

Facsimile: (205) 942-3784

Gentlemen: Attached is a copy of a resolution passed at the May 13, 2013, City Council meeting recommending the issuance of a 040 - Retail Beer (On or Off Premises) license and a 060 - Retail Table Wine (On or Off Premises) license to:

UC Crestline, LLC (d/b/a Urban Cook House) 212 Country Club Park Mountain Brook, AL 35213

If you have any questions, please call me at 802-3825.

Sincerely,

Steven Boone City Clerk

Enclosure

THIS AREA FOR MUNICIPAL USE ONLY. ACCOUNT ID #, SETUP BY, REVIEWED BY, PHYSICAL LOCATION, ZONING CLASSIFICATION, TAX TYPES, TAX FILING FREQUENCY, BUSINESS TYPE.

# THE COVE AT OVERTON - NORTH RESURVEY OF LOTS 12 & 13

Being a resurvey of Lots 12 & 13 according to the amended final plat of "The Cove at Overton - North" as recorded in Map Book 233, Page 47 in the office of the Probate Judge of Jefferson County, Alabama and being situated in the Southeast 1/4 of the Northeast 1/4, Section 114, Township 18 South, Range 2 West, in the City of Mountain Brook, Jefferson County, Alabama

SCALE: 1" = 20'

April 8, 2013



**OWNER: TODD & KAYLA BURFORD**  
3180 OVERTON COVE  
MOUNTAIN BROOK, ALABAMA 35223

**ENGINEER: ALABAMA ENGINEERING COMPANY, INC.**  
2 OFFICE PARK CIRCLE, SUITE 11  
BIRMINGHAM, ALABAMA 35223  
(205) 605-2161

**SURVEYOR: JACKINS, BUTLER & ADAMS, INC.**  
3430 INDEPENDENCE DR, SUITE 30  
HOMEROCK, ALABAMA 35208  
(205) 670-3380

**NOTES:**

All easements shown on this plat are for public utilities, sanitary sewers, storm sewers, and storm ditches and may be used for such purposes to serve property both within and without this subdivision. No permanent structure or other obstruction shall be located within the limits of a dedicated easement.

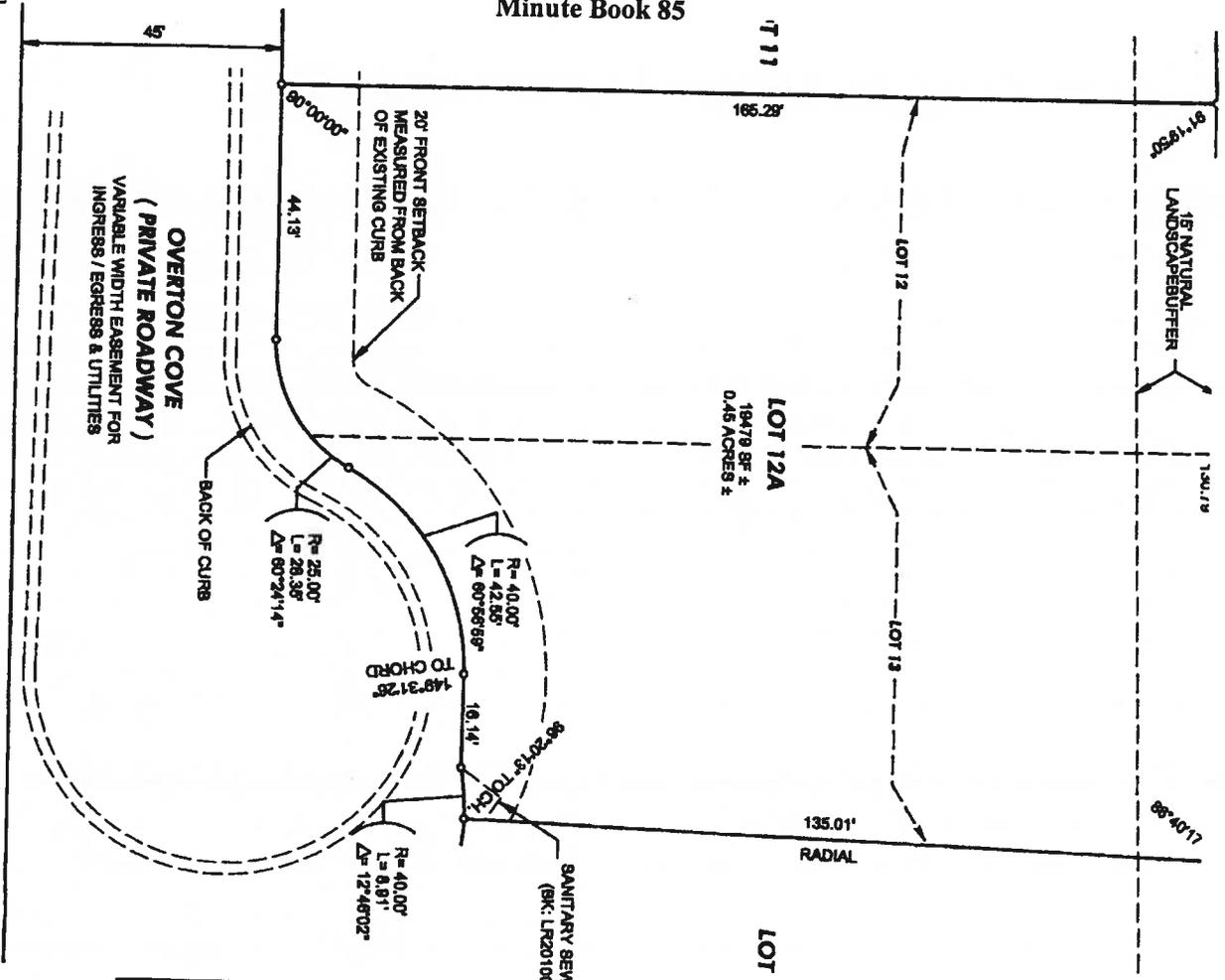
Zoning is PUD

Property is located in Zone "X" according to FIRM panel 01073C0576G, dated 09/29/2006

Setbacks are:  
Front: 20' from back of curb  
Side: 10' between structures  
Rear: 40' (25' + 15' buffer)



LEGEND	
L	- LENGTH
R	- RADIUS
R.O.W.	- RIGHT-OF-WAY
Δ	- CENTRAL ANGLE
TAN	- TANGENT
CL	- CENTERLINE
M.B.	- MAP BOOK
P.G.	- PAGE
BK	- BOOK
CH	- CHORD





DESCRIPTION

PARCEL A

A parcel of land situated in the South 1/2 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

Commence at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West, thence N 89°41'23" E along the south line of said 1/4 line and along the northern boundary line of Lot 28-A Cherry Brook Estates as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, a distance of 107.47 feet to an iron pin capped EDG and the POINT OF BEGINNING; thence N 0°18'38" W, leaving said 1/4 line and to a point; thence N 18°50'49" E a distance of 493.07 feet to a cross in a concrete driveway and a point on a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 48°05'12", the chord of which bears S 42°36'33" E for a distance of 81.49 feet; thence along this arc and concrete driveway for a distance of 83.93 feet to a cross in the concrete driveway being a point of tangency; thence S 18°33'57" E along the concrete driveway a distance of 54.25 feet to a cross in the concrete driveway and the point of curvature for a curve to the left having a radius of 97.27 feet and a central angle of 56°26'42", the chord of which bears S 47°48'15" E for a distance of 98.02 feet; thence along the arc and concrete driveway for a distance of 98.28 feet to a cross in the concrete driveway; thence N 78°20'16" E, leaving the driveway, for a distance of 171.44 feet to an iron pin capped EDG; thence N 32°52'41" E a distance of 177.70 feet to an iron pin capped EDG; thence N 0°31'32" E a distance of 250.08 feet to an iron pin capped EDG on the northeastern boundary line of a 100 foot wide Alabama Power Company right-of-way; thence S 55°32'53" E along said right-of-way line a distance of 646.88 feet to a 1" crimped iron line on the northwestern right-of-way of Interstate Highway 459; thence S 45°27'57" W leaving said Alabama Power right-of-way and along said Interstate right-of-way, a distance of 321.44 feet to a concrete monument and the northeasternmost corner of that Patent as described by Real 1858, Page 257 as recorded in the said office of the Judge of Probate; thence S 89°34'21" W along the northwestern boundary line of said patent, a distance of 481.00 feet to an iron pin capped EDG; thence S 48°26'59" W along the northwestern boundary line of said patent, a distance of 121.11 feet to a concrete monument on the northwestern boundary line of the said Interstate right-of-way and the northeast corner of lot 28-A of said Cherry Brook Estates; thence S 89°41'22" W, leaving said Interstate right-of-way and along the northern boundary line of lots 28-A and 28-A of said subdivision, a distance of 580.35 feet to the POINT OF BEGINNING.

Subject to a Alabama Power Company Right of Way as recorded in Volume 1486 Page 507, Volume 1480 Page 138, Volume 1480 Page 306, Volume 1486 Page 511, and Volume 1736 Page 785.

APPENDIX 9

EXHIBIT A

1888

**PARCEL B**

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama being more particularly described as follows:

BEGIN at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West; thence N 89°41'23" E along the south line of said 1/4 line and along the northern boundary line of Lot 28-A Cherry Brook Estates as recorded in the Office of the Judge of Probate, Jefferson County, Alabama, a distance of 107.47 feet to an iron pin capped EDG; thence N 0°18'36" W, leaving said 1/4 line and said lot line, a distance of 81.67 feet to an iron pin capped EDG; thence S 89°48'47" E a distance of 229.23 feet to a point; thence N 15°30'49" E a distance of 493.07 feet to a cross in a concrete driveway and a point on a non-tangent curve to the right, having a radius of 100.00 feet and a central angle of 45°05'12", the chord of which bears S 42°38'33" E for a distance of 81.49 feet; thence along the arc and concrete driveway for a distance of 83.93 feet to a cross in the concrete driveway being a point of tangency; thence S 15°33'57" E along the concrete driveway a distance of 54.28 feet to a cross in the concrete driveway and the point of curvature for a curve to the left having a radius of 97.27 feet and a central angle of 44°16'33", the chord of which bears S 40°42'13" E for a distance of 73.31 feet, thence along the arc and concrete driveway for a distance of 78.18 feet to a cross in the concrete driveway; thence N 0°08'23" W and leaving said concrete driveway a distance of 283.16 feet to an iron pin capped Jackins; thence N 89°38'08" E a distance of 80.93 feet to an iron pin capped Jackins; thence N 0°08'12" W a distance of 269.28 feet to an iron pin capped Jackins on the northeastern boundary line of a 100 foot wide Alabama Power right-of-way; thence N 88°51'38" W along said right-of-way line a distance of 478.12 feet to a 3/4" rebar; thence S 0°24'09" E and leaving said right-of-way line a distance of 519.00 feet to an iron pin capped Jackins; thence S 89°48'32" W a distance of 200.48 feet to an iron pin capped Jackins; thence S 50°12'04" W a distance of 91.91' to an iron pin capped WSE on the eastern boundary line of Lot 7 of Block 2 of Duncan & William Addition to Cherokee Bend Estates East, Sector - 2nd Addition, recorded in the office of the Judge of Probate, Jefferson County, Alabama and the west line of the NW 1/4 of Section 31, Township 17 South, Range 1 West; thence S 0°24'08" E along the west line of said 1/4 section and along the eastern boundary line of said Lot 7 and Lots 1 through Lot 4 of Block 4 of said subdivision a distance of 609.64 feet to the POINT OF BEGINNING.

Subject to a Alabama Power Company Right of Way as recorded in Volume 1456 Page 507, Volume 1490 Page 135, Volume 1490 Page 306, Volume 1456 Page 511, and Volume 1736 Page 785.

APPENDIX 9

**EXHIBIT A**

1888

**30' EASEMENT**

An easement 30 feet in width for the purpose of ingress, egress and utilities, situated in the South 1/2 of the NW 1/4 of Section 31, Township 17 South, Range 1 West, Jefferson County, Alabama, lying 15 feet either side of and parallel to the following described centerline:  
 Commence at a 1" open pipe being the SW corner of the NW 1/4 of Section 31, Township 17 South, Range 1 West and the southeast corner of Lot 4 Block 4 of Duncan & Gilliam Addition to Cherokee Bend Estates East Sector - 2nd Addition, recorded in the office of the Judge of Probate, Jefferson County, Alabama; thence N 0°24'05" W along the west line of said 1/4 section and the eastern boundary line of lots 4, 3 and 1 of said subdivision on the right of way of Spring Rock Road a distance of 512.75 feet to the POINT OF BEGINNING, said point being a point on a non-tangent curve to the right having a radius of 80.00 feet and a central angle of 81°00'09", the chord of which bears S 64°14'21" E for a distance of 43.05 feet; thence along the arc for a distance of 44.81 feet to a point of tangency; thence S 38°44'17" E a distance of 100.60 feet to a point of curve to the left, having a radius of 70.00 feet and a central angle of 70°21'43", the chord of which bears S 73°55'06" E for a distance of 80.66 feet; thence along the arc for a distance of 85.96 feet to a point of compound curve to the left, having a radius of 100.00 feet and a central angle of 24°25'37", the chord of which is N 56°41'12" E for a distance of 42.31 feet, thence along the arc for a distance of 42.63 feet to a point of tangency; thence N 46°25'23" E a distance of 83.42 feet to a point of curve to the left, having a radius of 240.00 feet and a central angle of 19°19'15", the chord of which is N 36°48'46" E for a distance of 80.55 feet; thence along the arc for a distance of 80.93 feet to a point of reverse curve to the right, having a radius of 100.00 feet and a central angle of 86°11'42", the chord of which bears N 70°15'00" E for a distance of 136.65 feet; thence along the arc for a distance of 150.44 feet to a point of tangency; thence S 66°39'09" E a distance of 37.90 feet to a point of curve to the right, having a radius of 100.00 feet and a central angle of 48°05'12", the chord of which bears S 42°35'33" E for a distance of 81.46 feet; thence along the arc for a distance of 83.93 feet to a point of tangency; thence S 18°33'57" E a distance of 54.28 feet to a point of curve to the left having a radius of 97.27 feet and a central angle of 58°28'42", the chord of which bears S 47°45'18" E for a distance of 95.02 feet, thence along the arc for a distance of 99.25 feet to the POINT OF ENDING of this easement.  
 I hereby certify that all parts of this survey, and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: Joseph Schifano, III  
 Alabama License Number 23661, Date: January 24, 2011

**NOTE:**

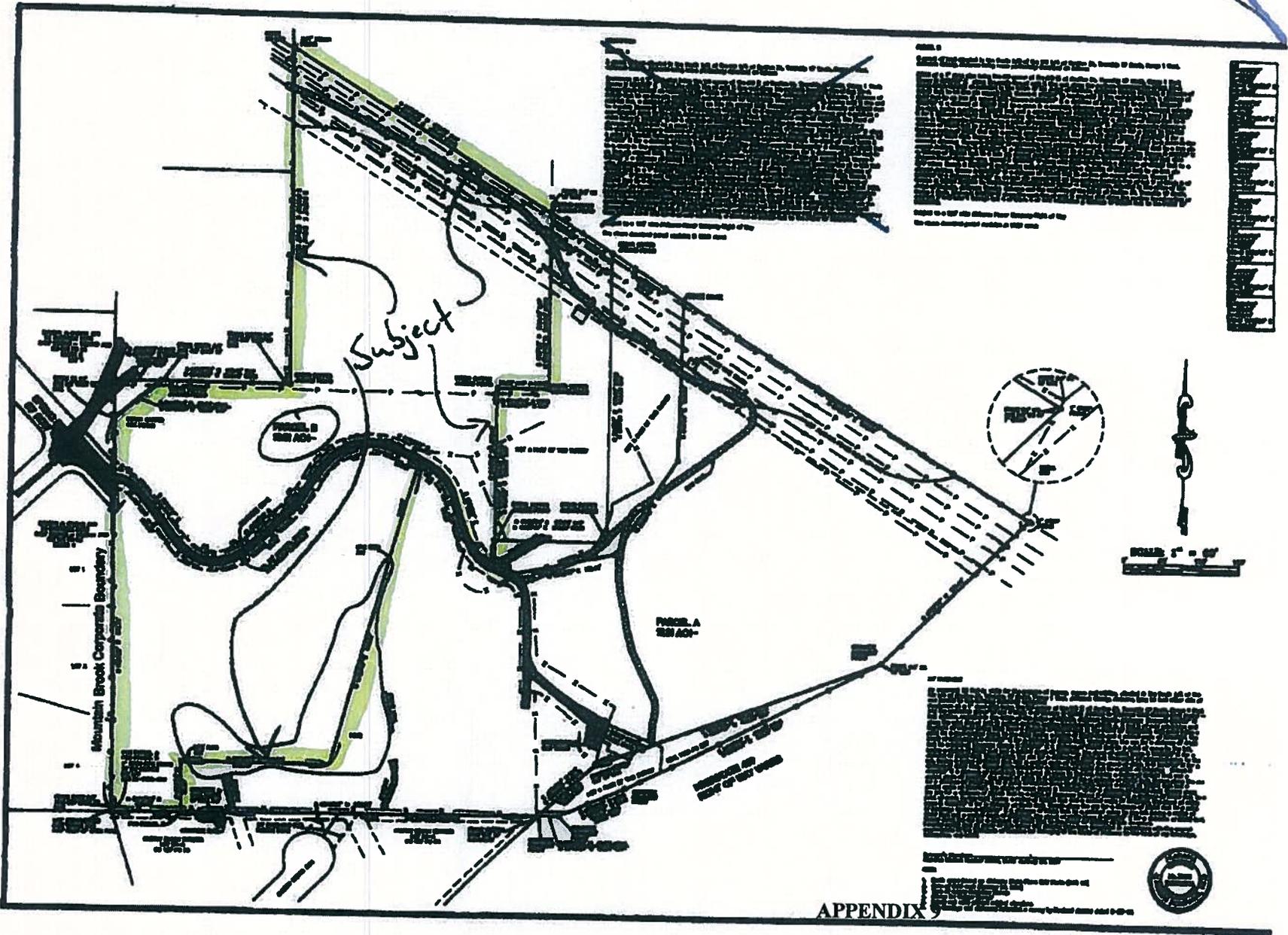
1. North arrow based on Alabama State Plane Grid North (NAD 83)
2. Date of field work (January 20, 2011)
3. Type of survey Boundary Survey.
4. Survey for Connor Farmer
5. Survey not valid without original signature.
6. Map bearings and distances reference a survey by Rowland Jackins dated 9-23-10.



**EXHIBIT A**

1888

# EXHIBIT B



1888

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