

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
SEPTEMBER 23, 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 6:15 p.m. on Monday, the 23rd day of September, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Whit Colvin and City Clerk Steven Boone.

1. AGENDA

1. Cahaba River Park plans – Nimrod Long of Nimrod Long & Associates. (See Resolution No. 2013-138 and Motion No. 2013-144.)
2. Semi-Annual Chamber of Commerce report to the City – Suzan Doidge and Hannon Davidson of the Mountain Brook Chamber of Commerce (Appendix 1).

The Leadership Mountain Brook Class of 2013–2014 introduced themselves to the governing body.

3. Fountain update. After some discussion as to whether or not to proceed with the fountain construction in advance of receiving the \$250,000, it was the consensus of the governing body to not proceed with construction at this time. Other issues of concern were: 1) if the fountain construction is delayed, the job will have to be re-priced which may lead to an increase in the pricing, 2) there will be a loss of several parking spaces on Church Street in front of City Hall during the construction period, and 3) if started immediately, construction is expected to be completed by the first half of December (concerns about disrupting parking and traffic flow during the upcoming holiday season were expressed by many).

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



Steven Boone, City Clerk



MOUNTAIN BROOK
CHAMBER OF COMMERCE

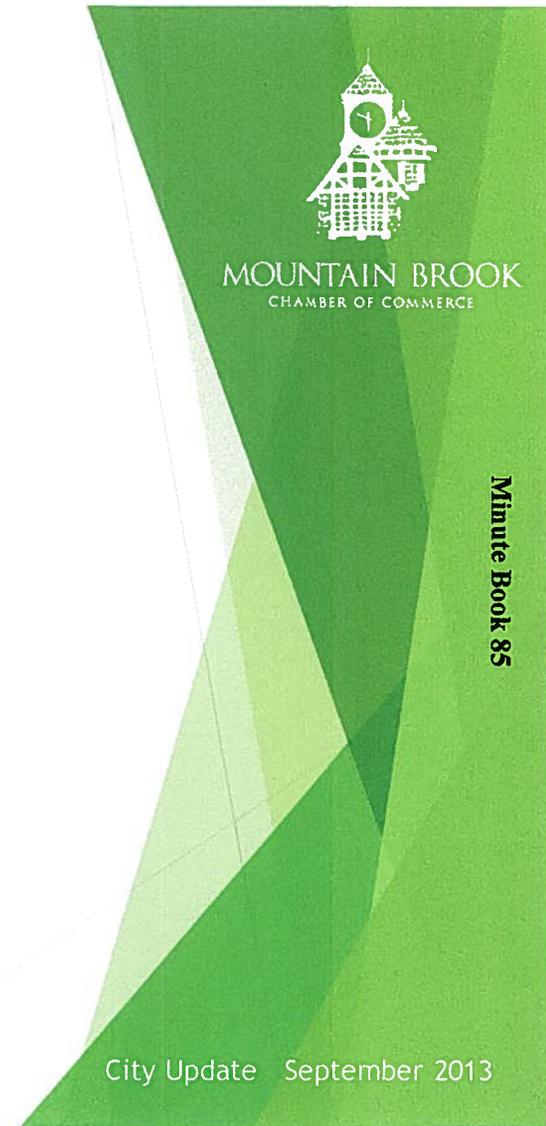
Minute Book 85



City Update September 2013

Partnerships for a Stronger Mountain Brook

- ❖ City Government
- ❖ Mountain Brook School System
- ❖ Local Community
- ❖ State Organizations
- ❖ Mountain Brook City Schools Foundation
- ❖ Area Chambers
- ❖ Other Communities
- ❖ Membership and Merchants



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City Update September 2013

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Chamber Purpose

The Mountain Brook Chamber of Commerce promotes our businesses, our community and our quality of life

Strategy

To deliver quality marketing programs and events with a focus on driving revenue to our merchants and retailers

Partnerships for a Stronger Mountain Brook



MOUNTAIN BROOK
CHAMBER OF COMMERCE

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City Update September 2013

2013 Board of Directors



Partnerships for a Stronger Mountain Brook

President
Terry Chapman

Executive VP
Kaye Emack

VP Governmental Affairs
Paul DeMarco

VP Community Affairs
Paige Gilliland

VP Marketing/Communications
Will Haver

VP Business Development
Derek Belden



MOUNTAIN BROOK
CHAMBER OF COMMERCE

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City Update September 2013

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2013 Board of Directors



Secretary.....Martha Gorham
 General Counsel.....David Faulkner
 2nd Past President.....Steven Hydinger
 City Council Liaison.....Jesse Vogtle
 Directors at Large.....Paige Albright, Laura Brooks Bright, Frank Caley, Tricia Drew, Lee O. Perry, Christiana Roussel, John Rucker, Lori Smith, M.D., Howard Torch, Jennifer Willings, Alice Womack

Treasurer.....John Wilson
 Past President.....Amy Jackson
 Sustaining Member.....Sam Gaston

CO VPs of Retail

280 Plaza.....Joshua Conrad, Hampton Inn
 Brookwood Village.....Joanne Mummert, Colonial Properties
 Cahaba Village.....Christopher Groom, Mtn High Outfitters
 Crestline Village.....George Jones, Snoozy's Kids
 English Village.....Al Rabiee, Vino
 MB Village.....Scott Pyburn, Harrison's
 Office Park.....Ladd Tucker, Ladd Real Estate
 Overton Village.....Jeff Pierce, Steel Drum Grill
 River Run.....Barbara Monaghan, DVM, Liberty Animal Hospital

Non-Voting Members

Mountain Brook City Schools Foundation.....Anne Womack
 Mountain Brook Sports Corporation.....Doug Centeno

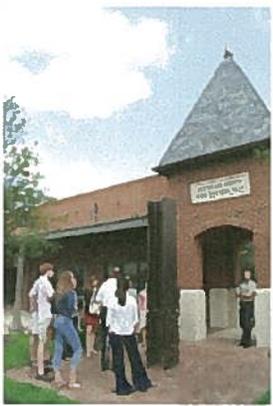
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City of Mountain Brook Municipal Complex - Our New Home!



Partnerships for a Stronger Mountain Brook



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City Update September 2013



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City Update September 2013

City of Mountain Brook Grand Opening and Open House - August 25



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City of Mountain Brook Spartans Helping Spartans - Spartan Square



Helping the City of Pleasant Grove



400 Bricks in Phase 1
Phase 2 will begin in October 2013



\$15,000 given by Leadership
Mountain Brook and The Chamber

Partnerships for a Stronger Mountain Brook

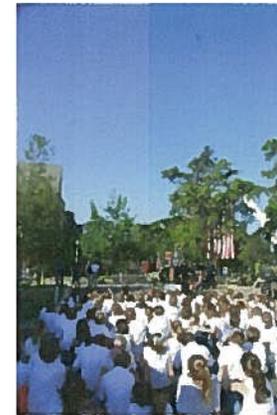


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City Update September 2013

City of Mountain Brook 9/11 Ceremony



Partnerships for a Stronger Mountain Brook



City Update September 2013

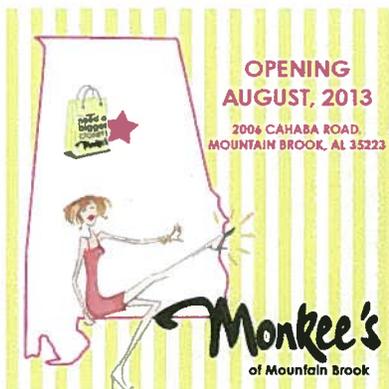


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City of Mountain Brook

Economic Development



Helping new businesses come to Mountain Brook



Working with the City and large developments for ways to continue to increase sales tax revenue



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City Update September 2013

Mountain Brook City Schools Leadership Mountain Brook



Group presentations to City Council for Information Boards and Recycling. Included in 2014 City Budget.



Class of 2014



Learning about all departments of the City connects the students to this community in a way no other citizens are connected.



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City Update September 2013

Mountain Brook City Schools

Luncheon with Dicky Barlow - May 9, 2013



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City Update September 2013



MOUNTAIN BROOK
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State Organizations

Business Council of Alabama

Luncheon featuring Bill Canary - July 11, 2013



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City Update September 2013

State Organizations

Alabama Retail Association Awards



16 local merchants were nominated by the Chamber, and Western and Leaf & Petal have been chosen as winners in their categories. Awards are October 8, 2013.



Partnerships for a Stronger Mountain Brook



Mountain Brook City Schools Foundation Fashions for the Foundation - September 10, 2013



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CHAMBER OF COMMERCE

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City Update September 2013

Partnerships for a Stronger Mountain Brook

Mountain Brook City Schools Foundation

Fashions for the Foundation - September 10, 2013



Sponsors of the Fashion show present a check for \$13,500 at the Foundation Board Meeting on September 16, 2013.

"The opportunity to partner with the Chamber on Fashions for the Foundation was wonderful. The Mountain Brook community came together to support our merchants and schools in a significant way. That's the special thing about this community. It's never "us versus them." It's collaboration and encouragement from one arm of the community to another. We all want to see each other succeed and the Foundation looks forward to partnering with the Chamber in the future."

Anne Womack, Executive Director, MBCSF

Partnerships for a Stronger Mountain Brook



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CHAMBER OF COMMERCE

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City Update September 2013

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MOUNTAIN BROOK
CHAMBER OF COMMERCE

Mountain Brook Merchants and Chamber Members



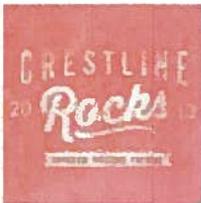
Crestline Tent Sale
August 24, 2013



Market Day
July 20, 2013



Crestline Rocks
September 7, 2013



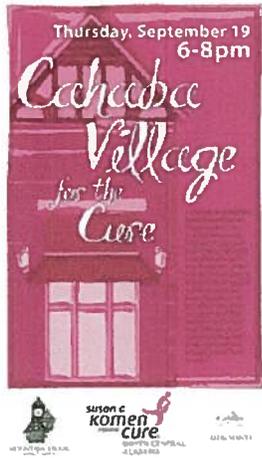
The Mountain Brook Chamber has been a key player in orchestrating two large fundraising events for PreSchool Partners - the Food Truck Round Up and Crestline Rocks. Suzan & Hannon went above and beyond to initiate and coordinate meetings with city officials, business owners, and residents in addition to providing marketing to ensure our efforts were a success. The collaboration with the Mountain Brook Chamber has allowed PreSchool Partners to raise awareness about our program, while also bridging the Mountain Brook and north Birmingham communities.

Lella Carl, Pre School Partners, Executive Director

Partnerships for a Stronger Mountain Brook

City Update September 2013

Mountain Brook Merchants and Chamber Members



Cahaba Village for the Cure
September 19, 2013

"The Susan G. Komen North Central Alabama Affiliate just celebrated its 4th successful year partnering with the merchants of Cahaba Village and the Mountain Brook Chamber of Commerce on Cahaba Village for the Cure! This event provides our organization a wonderful opportunity to engage the community in our fight against breast cancer. We are able to provide information about our annual event, the Race for the Cure, as well as share vital breast health information with others. Our supporters and volunteers always look forward to the fun event and we are grateful for the support."

Mandy Heard, Development and Communications Manager
North Central Alabama Susan G. Komen for the Cure

Partnerships for a Stronger Mountain Brook

Fashions for the Foundation
September 10, 2013





The Schaeffer Eye Center
Fashions for the Foundation
HELPING THE SCHAFFER EYE CENTER BY PROVIDING FUN FASHIONS
Sponsored by the Mountain Brook Chamber of Commerce

The Club
September 10, 2013
Luncheon and Fashion Show begins at 11:30am

Featuring fashions from Mountain Brook Merchants
Harrison's LTD, Laura Kathryn, Finger's Shoppe, Macy's, Marella, Michalk's, Mobley & Sons, Mercedes of Mountain Brook, Mountain Brook Sporting Goods, Mountain High Outfitters, Patti's Store, Snap Kala, Sweeney's Kala, The Park Dicks, Town and Country, Village Sportswear

Sponsors
Presenting Sponsor: Schaeffer Eye Center
Gold Sponsor: Village Dermatology
Silver Sponsor: Liberty Animal Hospital,
St. Vincent's DePaul Cancer Center, Dr. Susan Salter,
Alabama's 13
Produced by Haute Post

Individual Tickets \$50.00, Table Sponsors \$800.00
To purchase tickets please visit
www.welcometomountainbrook.com

The Mountain Brook Chamber of Commerce
871 3770





MOUNTAIN BROOK
CHAMBER OF COMMERCE

Mountain Brook Merchants and Chamber Members



New Gold Level
Members
2013-2014



Ribbon Cuttings



Treadwell's
Retirement
Proclamation



Partnerships for a Stronger Mountain Brook

City Update September 2013

Local Community

2013 U.S. Mid-Amateur Championship - October 5-10, 2013



Country Club of Birmingham prepares to host October's Mid-Amateur Championship



2013 U.S. Mid-Amateur Championship Steering Committee. From left to right: Mike Dwyer, Steve Pender and Larry Lyman. From right: Fredrick Robinson, Ronny Spivey, Bill Blair, Jim Richardson, Richard Padgett, Larry Smith, John Stone and David Caldwell. Photo courtesy of Mountain Brook Country Club at Birmingham.

The Mountain Brook Country Club is in charge of the preparation of grounds for the event and the welcome with the Club for those in the line of hospitality, restaurant, transportation and other services. "We have a great staff and we will be ready to give our members and guests the best of our services," said Steve Pender, Club President. "We will be ready to give our members and guests the best of our services."



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CHAMBER OF COMMERCE

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Partnerships for a Stronger Mountain Brook

City Update September 2013

Area Chambers



Speed networking with Hoover, Homewood, Greater Shelby County and Vestavia - July 23



Ribbon Cutting for Mountain Brook business, Focus MD with Hoover and Vestavia - August 6



Partnerships for a Stronger Mountain Brook



MOUNTAIN BROOK
CHAMBER OF COMMERCE

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City Update September 2013



MOUNTAIN BROOK
CHAMBER OF COMMERCE

Around the Villages

Awards presented at Chamber Annual Luncheon



During the Board of Chamber Luncheon, (left to right) Susan Harty, Susan Harty, and Susan Harty were presented with Board of Chamber Awards.

The Board of Chamber Luncheon was held at the Mountain Brook Country Club on September 12th. The luncheon was a great success and was attended by many members of the Chamber. The Board of Chamber presented awards to several members for their contributions to the community. The awards were presented to Susan Harty, Susan Harty, and Susan Harty. The luncheon was a great success and was attended by many members of the Chamber.

Easter Egg hunt organized by Crestline merchants

The Mountain Brook Chamber of Commerce is excited to announce the 5th Annual Easter Egg Hunt. The hunt will be held on Saturday, March 30th at 10 a.m. at Crestline Village. The hunt is organized by Crestline merchants and is a great opportunity for families to enjoy the outdoors. The hunt will be held on Saturday, March 30th at 10 a.m. at Crestline Village. The hunt is organized by Crestline merchants and is a great opportunity for families to enjoy the outdoors.

Local Media

March 2013

Chamber Exec Speaks to Garden Club



Chamber Executive Susan Harty speaks to the Garden Club members about the Chamber's plans for the future.

Susan Harty, Executive Director of the Mountain Brook Chamber of Commerce, spoke to the Garden Club members about the Chamber's plans for the future. She discussed the Chamber's commitment to the community and the importance of the Garden Club's role in the community. She also discussed the Chamber's plans for the future, including the development of new programs and services.

Country Club of Birmingham prepares to host October's Mid-Amateur Championship



The organizing committee for the Mid-Amateur Championship, including Susan Harty and other Chamber executives.

The Country Club of Birmingham is preparing to host the Mid-Amateur Championship in October. The tournament is a major event in the golfing community and is expected to attract many top players. The Chamber is proud to be involved in the tournament and is committed to providing a high-quality experience for all participants. The tournament will be held at the Country Club of Birmingham and is expected to be a great success.

MEET MOUNTAIN BROOK'S NEW YOUNG LEADERS



The Mountain Brook Chamber of Commerce is proud to introduce its new young leaders. These young professionals are committed to the community and are dedicated to making a positive impact. They will be working closely with the Chamber to develop and implement new programs and services. The young leaders include Susan Harty, Susan Harty, and Susan Harty. They are excited to be part of the Chamber and to work together to make a difference in the community.

Partnerships for a Stronger Mountain Brook



MOUNTAIN BROOK CHAMBER OF COMMERCE

Local Media April 2013

Around the Villages

Interior design business takes Lulie's spot

A design firm owned by Dr. Susan Lulie, a well-known local physician, has moved from 14th and Main to the historic building at 17th and Main, which is a landmark building in the village.

Christine's to celebrate 40th Anniversary

Christine's is celebrating its 40th anniversary by offering a special menu of local products. The restaurant is a family-owned business that has been serving the community for over four decades.

Dodge named Woman of Distinction

Donna Dodge was named a Woman of Distinction for her contributions to the community. She is the owner of a local business and has been active in various community organizations.

BioEchoes and Therapy South recognized for Excellence in Business

Both BioEchoes and Therapy South have been recognized for their excellence in business. They are local businesses that have provided high-quality services to the community.

ChamberChat



Tony Chapman

As a part of our monthly Chamber Chat series, we are featuring Tony Chapman, the president of the Chamber of Commerce.

He is proud to represent the Chamber of Commerce and is committed to supporting local businesses and the community.

ChamberChat is a monthly series that provides information about local businesses and community events. It is a great way to stay connected to the local community.

For more information about ChamberChat, please contact the Chamber of Commerce. We are always happy to help our members and the community.

Food trucks to converge at Brookwood



Children enjoyed with Mountain Brook and the Brookwood Park Food Truck Festival.

Restaurant Showcase

Mafiaoza's

Mafiaoza's is a local restaurant that serves authentic Italian cuisine. They are known for their delicious pasta dishes and wood-fired pizzas.

The restaurant has a warm and inviting atmosphere, making it a great place to enjoy a meal with family and friends. They also offer a variety of catering services for events.



Partnerships for a Stronger Mountain Brook

Local Media May 2103

OVER THE MOUNTAIN JOURNAL

NEWS

New Municipal Complex Open

A new municipal complex in Mountain Brook is now open to the public. The new building, located at 1000 Mountain Brook Road, is a \$10 million project that will house the town's administrative offices, including the town manager's office, the town clerk's office, and the town engineer's office. The new building is a modern, single-story structure with a large glass facade. It is located on a 10-acre site that was previously used for parking. The new building is a significant improvement over the old building, which was built in 1980 and was in need of major renovation. The new building is expected to be completed in the fall of 2013.



The new municipal complex building in Mountain Brook is now open to the public. The building is a modern, single-story structure with a large glass facade. It is located on a 10-acre site that was previously used for parking. The new building is a significant improvement over the old building, which was built in 1980 and was in need of major renovation. The new building is expected to be completed in the fall of 2013.

Schools' Success a Joint Effort, Superintendent Barlow Says

While the success of Mountain Brook Schools is a joint effort, Superintendent David Barlow says, it is the result of the hard work of the teachers, staff, and students. Barlow, who has been superintendent for over 10 years, says that the success of the schools is the result of a strong partnership between the school district and the community. He says that the success of the schools is the result of a strong partnership between the school district and the community. He says that the success of the schools is the result of a strong partnership between the school district and the community.



Superintendent David Barlow is shown with a group of people, likely at a school event. He is wearing a suit and tie and is smiling. The group consists of several people, including children and adults, who are also smiling. The background is slightly blurred, but it appears to be an indoor setting, possibly a school hallway or a gymnasium.

Around the Villages

People Arts to hold anniversary performance

People Arts is holding its 25th anniversary performance on Saturday, May 18, at 7:30 p.m. at the Mountain Brook High School. The performance will feature a variety of musical and theatrical pieces. The event is free and open to the public. For more information, contact People Arts at 205-966-1234.



A group of people is performing on stage during an anniversary event. They are wearing colorful costumes and are in the middle of a performance. The stage is lit up, and there are other people visible in the background, possibly audience members or other performers.

GO magazine named Mountain Brook one of '25 Shoppers Worth Traveling For'

Mountain Brook has been named one of the top 25 shopping destinations in the Southeast by GO magazine. The magazine is a leading authority on shopping and travel. Mountain Brook was recognized for its wide variety of shopping options, including high-end retail stores, antique shops, and local artisans. The magazine's readers are encouraged to visit Mountain Brook for a unique shopping experience.

Chamber Update

Barlow to speak at upcoming luncheon

Superintendent David Barlow will be speaking at the Mountain Brook Chamber of Commerce's upcoming luncheon on Wednesday, May 22, at 12:00 p.m. at the Mountain Brook High School. The luncheon is a free event that is open to all members of the chamber. Barlow will be speaking about the success of Mountain Brook Schools and the role of the community in supporting the schools. For more information, contact the Chamber of Commerce at 205-966-1234.



Superintendent David Barlow is speaking at a luncheon. He is wearing a suit and tie and is looking towards the audience. The setting appears to be a formal dining room or a conference room. There are other people visible in the background, some of whom are also wearing suits.

Signaling change

Mountain Brook Schools to implement new curriculum

Mountain Brook Schools is implementing a new curriculum for its middle school students. The new curriculum is designed to be more challenging and to better prepare students for college and career. The new curriculum will be implemented in the fall of 2013. The school district is committed to providing the highest quality education for all of its students.



A group of students and staff members are standing together. They are all smiling and appear to be at a school event. The students are wearing school uniforms, and the staff members are wearing business casual attire. The background is slightly blurred, but it appears to be an outdoor setting, possibly a school courtyard or a parking lot.

Community Support Grant Report

Mountain Brook Schools received a grant from the Mountain Brook Chamber of Commerce to support its community support grant program. The grant will be used to fund a variety of community support activities, including providing food and clothing to the needy, and providing financial assistance to low-income families. The grant is a testament to the community's support for Mountain Brook Schools.

Partnerships for a Stronger Mountain Brook





MOUNTAIN BROOK CHAMBER OF COMMERCE

Local Media June 2013

To Market, to Market

Members, Leaders Get Up for European Style Outdoor Sale

W... (text continues) ...



Market Day Sale!

20% OFF

At Mans

MARKET DAY SALE

20% OFF

At Mans

SALE 20% OFF

Market Day in the Village

Thursday, July 26th

SALE 20% OFF

Market Day in the Village

Thursday, July 26th

MARKET DAY 12TH ANNIVERSARY

SALE SALE

SATURDAY JULY 20th

MOUNTAIN BROOK VILLAGE

TABLE MATTERS

MARKET DAY 2013

July 26th

10am - 4pm

AL

Vestavia, Mountain Brook, Hoover, Shelby Chambers of Commerce to host "Speed Networking Event"

Speed Networking Event with the Veterans Hall, Johnson Brook, Hoover & Jackson Shelby County Chamber of Commerce

Tuesday, July 30, 2013 10:30-11:00 am

The Wynfrey Hotel 1000 Riverchase Galleria

Barlow discusses 'What's right' with Mountain Brook Schools

Barlow, Mayor of Mountain Brook, discussed 'What's right' with Mountain Brook Schools...

Barlow, Mayor of Mountain Brook, discussed 'What's right' with Mountain Brook Schools...

Barlow, Mayor of Mountain Brook, discussed 'What's right' with Mountain Brook Schools...



Barlow with Mountain Brook School officials...

Around the Villages

Local designer opens English Village jewelry showcase

Local designer opens English Village jewelry showcase...

Local designer opens English Village jewelry showcase...

ChamberChat

Jesse Voight



ChamberChat with Jesse Voight...

ChamberChat with Jesse Voight...

Partnerships for a Stronger Mountain Brook



MOUNTAIN BROOK CHAMBER OF COMMERCE

City Update September 2013

APPENDIX 1

Local Media August 2013

OVER THE MOUNTAIN JOURNAL

Sports Illustrated
David Rubin's Collection
Sports Illustrated's David Rubin's collection of sports memorabilia is on display at the Mountain Brook Library.

Save the Date
The Chamber of Commerce is pleased to announce the date for the 2013 Mountain Brook Fall Festival. The festival will be held on Saturday, October 12, 2013, from 10:00 a.m. to 4:00 p.m. at the Mountain Brook Community Center.

Chamber Update
Chamber welcomes Business Council president
The Chamber of Commerce recently welcomed its new Business Council president, [Name], to the office. [Name] has a long history in the community and is excited to lead the council.

FASHION THEY'VE GOT THE LOOK

Former Designer Openings fill Mount
They've got the look. Former fashion designers are filling the ranks of local boutiques and designers. These professionals bring years of experience and a keen eye for style to the local fashion scene.

AL: Mount Brook 115.5 million investment company in Mountain Brook

Mount Brook 115.5 million investment company in Mountain Brook. The company has announced a major investment in the local real estate market, signaling confidence in the area's growth potential.

Friday night fever
The Chamber of Commerce is sponsoring a Friday night event at the local library. The event will feature live music, refreshments, and a raffle. It's a great way to spend the evening with friends and family.

Village Living

Ready to rock
The Chamber of Commerce is sponsoring a "Ready to Rock" event. The event will feature live music, refreshments, and a raffle. It's a great way to spend the evening with friends and family.

RAISE THE TENT LOWER THE PRICE
The Chamber of Commerce is sponsoring a "Raise the Tent, Lower the Price" event. The event will feature live music, refreshments, and a raffle. It's a great way to spend the evening with friends and family.

THE CLUB
The Chamber of Commerce is sponsoring a "The Club" event. The event will feature live music, refreshments, and a raffle. It's a great way to spend the evening with friends and family.

Crestline Tent Sale
The Chamber of Commerce is sponsoring a "Crestline Tent Sale" event. The event will feature live music, refreshments, and a raffle. It's a great way to spend the evening with friends and family.

Explore the new Municipal Complex this month

The Chamber of Commerce is sponsoring an event to explore the new Municipal Complex. The event will feature live music, refreshments, and a raffle. It's a great way to spend the evening with friends and family.

Mountain Brook
A map of Mountain Brook showing various landmarks and points of interest. The map includes the Chamber of Commerce building, the library, and several parks.

Partnerships for a Stronger Mountain Brook

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
SEPTEMBER 23, 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 23rd day of September, 2013. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

Also present were City Attorney Whit Colvin and City Clerk Steven Boone.

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

1. CONSENT AGENDA

Council President Smith announced that the resolution setting a public hearing for October 14, 2013 to consider the adoption of an ordinance amending Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending the Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook) will be continued.

Council President Smith then 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 September 9, 2013 meeting of the City Council.

2013-131	Expression gratitude to James "Dudley" Pewitt for his service on the Finance Committee.	Exhibit 1
2013-132	Appoint Bryan Helm to the Finance Committee, to serve without compensation through September 23, 2017 (to fill the seat vacated by James "Dudley" Pewitt).	Exhibit 2, Appendix 1
2013-133	Reappoint Gerald A. Garner to the Park and Recreation Board, to serve without compensation through October 1, 2018.	Exhibit 3
2013-134	Reappoint James Hard to The Emmet O'Neal Library Board, to serve without compensation through September 30, 2017.	Exhibit 4
2013-135	Authorize compensation rates payable to the municipal court judges and prosecutor.	Exhibit 5, Appendix 2
2013-136 Proclamation	October 7-13, 2013 proclaimed Financial Planning Week.	Exhibit 6
2013-137	Declare certain property surplus and authorizing it sale at public Internet auction.	Exhibit 7

2013-138	Authorize the execution of an agreement between the City and Spectrum Environmental with respect to assistance with the preparation of the ADEM permit application with respect to the Cahaba River Park construction project.	Exhibit 8, Appendix 3
2013-139	Authorize the execution of an agreement between the City and Dunn Construction for their milling and resurfacing of Spring Street from Euclid Avenue north to the end of the utility work (such cost shall be reimbursed by the Birmingham Waters Works Board).	Exhibit 9, Appendix 4
2013-140	Authorize the execution of an order agreement for the purchase and installation of a digital document management system (included in the 2014 budget).	Exhibit 10, Appendix 5
2013-141	Limit the longevity compensation payable November 2013 [to be reported as an expense in fiscal 2013] and after to \$440,000 in the aggregate (formerly \$420,000 per Resolution No. 08-140 adopted September 22, 2008).	Exhibit 11
2013-142	Set a public hearing for October 28, 2013 to consider the adoption of an ordinance rezoning a parcel of land in the City of Mountain Brook, Alabama from Residence-D to Residential Infill District (RID), and the approval of a master development plan.	Exhibit 12
2013-143	Grant an across-the-board pay increase of 1% for all classified and unclassified employees effective October 8, 2013.	Exhibit 13
2013-144 Motion	Amend the professional services agreement between the City and Nimrod Long & Associates (Resolution No. 2012-189) with respect to the Cahaba River Park project design fee increase of \$20,315.	Appendix 6

Thereupon, the foregoing minutes, resolutions, proclamation, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Pritchard. The minutes and resolutions were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing minutes, resolutions, proclamations, and motion. Council member Pritchard then stated for the record that he will abstain from voting with respect to Motion No. 213-144. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that said minutes, resolutions, proclamation, and motion (nos. 2013-131 through 143) are adopted by a vote of 5—0 and that Motion No. 2013-144 is adopted by a vote of 4—0.

2. MEGAN COTTLE WITH THE BIRMINGHAM BALLET

On behalf of the Birmingham Ballet, Ms. Cottle requests that the City enter into a service agreement with the ballet to provide performances for the City's school students. If approved, the funds will be leverage by the Ballet to receive additional (1:1) State of Alabama Art Council funds.

President Smith stated that the City Council intends to meet in the near future to review all of the service agreements and will be contacting Ms. Cottle regarding such meeting soon.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1894) ADOPTING THE CITY'S FISCAL 2014 BUDGET (APPENDIX 7)

Council President Smith introduced the ordinance in writing and called on Council Member Vogtle to briefly discuss the proposed 2014 budget (Appendix 7). Afterward, President Smith 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: Virginia C. Smith, Council President
Jack D. Carl
Amy G. Carter
William S. Pritchard, III
Jesse S. Vogtle, Jr.

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1894) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1895) INCREASING THE SALARY OF THE CITY MANAGER BY 1% EFFECTIVE OCTOBER 8, 2013. (EXHIBIT 14)

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No. 1895) is hereby adopted by a vote of 5–0 and, as evidence thereof, she signed the same.

5. MAYORAL APPOINTMENT (NO. 2013-145) TO THE PLANNING COMMISSION

Mayor Oden announced that he will reappoint Mr. Fred Murray to the City's Planning Commission to serve without compensation through October 1, 2019.

6. ANNOUNCEMENT REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Smith announced that the next regular meeting of the City Council will be Monday, October 14, 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) for more information.

7. OTHER BUSINESS

Elisabeth Lyman addressed the City Council regarding the planned closure of the Piggly Wiggly grocery store in Crestline Village (Appendices 8–9). Following the presentation, President Smith stated that the sentiments expressed are also shared by the Mayor and members of the City Council and also that neither the landlord nor tenant have requested that the City enter into the discussions in any way. She further stated that it appears unlikely at this juncture that anything can be done to reverse the apparent closure considering the landlord will not respond to anyone regarding the lease negotiations. President Smith then invited comments from the audience.

The following persons expressed either their: 1) support for Piggly Wiggly, 2) feelings about the loss of this icon, 3) displeasure with the landlord, or requested that the City intervene in the negotiations:

Catherine Corey of 4252 Sharpsburg Drive

- Asks that the City Council represent the public's interest
- Not asking for a rent subsidy
- Understands that the breakdown in negotiations involves the amount for renovations

Patrick Davis (Planning Commission member) of 118 Elm Street

- Considers this matter to be not just about finances and convenience but health, safety, and welfare
- The U. S. Department of Housing and Urban Development considers grocery stores to be the most basic of community services

George Spurl of 3 Peachtree Street

- If the Piggly Wiggly is replaced by a pharmacy, his family will not support the store
- Crestline does not need another pharmacy
- Intends not to support any of the landlord's tenants either and encouraged others to do the same

Carolyn Britton of 133 Montevallo Lane

- Offered examples of why the Piggly Wiggly is special to her family and community
- Many of the local restaurants go to Piggly Wiggly for fresh produce
- Suggested a small grocery store in the space that CVS leaves

Cindy Enslin of 226 Beech Street

- Hoped his son's first job would be at Piggly Wiggly
- Piggly Wiggly is also used by people traveling through Crestline
- Other nearby stores are too large
- Does not need a drive-through at her pharmacy

Council President Smith stated that if a drive-through is needed, the existing CVS has an alley behind the store and can request a drive-through at any time.

Council member Carter reminded the audience that no one knows who the tenant will be as the landlord has not shared the information.

Susan Nolen of 212 Cross Ridge Road

- Called CVS's headquarters and got in touch in Wayne Riceberg, head of real estate in Alabama. She informed him that if CVS moves into the Piggly Wiggly space the community will not shop there. His responded with a question, "Since the grocery store is going to going away anyway, wouldn't you rather have a bigger, nicer CVS"?

Francis Goodhew of 316 Mountain Avenue

- Also obtained confirmation from a CVS representative that CVS will be moving into the Piggly Wiggly space

Jenny Owens of 751 Montgomery Drive

- Offered a sidewalk example of how the City Council can change its mind with respect to getting involved in this negotiation
- Why does the City have to be approached by the landlord or tenant before making an offer to assist with the renovations in order to keep this icon in the community?
- Isn't such an effort worth a try?

Joey Sanders of 35 Honeysuckle Lane

- This group is asking tonight that the City be proactive and get involved to save Piggly Wiggly
- The City Council has now been asked
- A month or even two weeks from now may be too late

Michael Crump of 3904 Memory Circle

- Suggested the City use its power of eminent domain

Brenda Prater of 57 Fairway Drive

- Described how much Piggly Wiggly means to her family
- Offered to give some money toward the effort

Council member Pritchard

- No one in this room is more heartbroken than himself
- The City Council members have been working to understand this situation since it first became known back in the spring
- Is not sure that anything can be done at this late stage to change the situation and is not sure anything could have been done at the time it first came to light
- Understands that the tenant has worked diligently to work through this negotiation with no response from the landlord which begs the question as to whether another lease has already been executed

- Members of the City Council have been attempting to meet with both parties since back in the spring

Catherine Corey of 4252 Sharpsburg Drive

- What the community wants is for the City Council to consider a proactive option tonight (not in two weeks) to work with both sides to come up with a resolution that is good for all parties concerned
- Wants some idea as to when the City can act
- What the City has that the community does not is money

Council President Smith

- Stated that the Council will take her request under advisement
- The City Council can call a special meeting later this week if warranted

Council member Pritchard

- There has already been some contact between the parties

Council member Carl

- Asked that the community not take out their anger and frustration on the other businesses in the Country Club Park development
- Those businesses are innocent in this matter and boycotting these establishments is not fair to them

Antoinette Flowers of 131 Cherry Street

- As a real estate agent, is keenly aware that all neighborhoods want a grocery store
- Let's don't let a valuable commodity slip away
- Urged the City Council to look at every legal option available to keep this grocery store

Elisabeth Lyman

- Expressed thanks for the opportunity to speak tonight
- Recently spoke with the tenant's attorney and asked him to contact the landlord's attorney to see if the landlord will be willing to meet with the City and tenant. That call has taken place and she was told that the landlord expressed that they would be agreeable to meet with the tenant and City officials to listen to anything the City has to offer.
- Since there is no way of knowing whether another deal has already been struck, it appears that meeting with the parties is worth a try.

Mayor Oden suggested that the City try to talk to the landlord and call a special meeting later this week, if necessary.

8. ADJOURNMENT

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



Steven Boone, City Clerk

EXHIBIT 1**RESOLUTION NO. 2013-131**

WHEREAS, James “Dudley” Pewitt served on the City of Mountain Brook, Alabama Finance Committee from July 12, 2010 until September 23, 2013; and

WHEREAS, James “Dudley” Pewitt devoted considerable time and effort meeting with City staff members and studying the City’s operations in preparation of the annual Finance Committee budget work sessions; and

WHEREAS, James “Dudley” Pewitt’s work experience and knowledge of the financial management proved to be very useful in the Finance Committee’s deliberations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor, on behalf of the residents of Mountain Brook, do publicly thank James “Dudley” Pewitt for his many years of insightful service to the City and wish him well in future endeavors.

EXHIBIT 2**RESOLUTION NO. 2013-132**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Bryan F. Helm is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end September 23, 2017 (to fill the seat vacated by James “Dudley” Pewitt).

APPENDIX 1

EXHIBIT 3**RESOLUTION NO. 2013-133**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Gerald A. Garner is hereby reappointed to Park and Recreation Board, to serve without compensation, (term of office to end October 1, 2018).

EXHIBIT 4**RESOLUTION NO. 2013-134**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that James Hard is hereby reappointed to The Emmet O’Neal Library Board, to serve without compensation, (term of office to end September 30, 2017).

EXHIBIT 5**RESOLUTION NO. 2013-135**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the compensation for service for municipal court justices shall be \$450/[court] day effective October 1, 2013; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the compensation for service as a municipal prosecutor shall be \$110 per hour (plus out-of-pocket expenses) effective October 1, 2013.

APPENDIX 2

EXHIBIT 6

PROCLAMATION

WHEREAS, the financial planning process allows individuals to achieve their dreams by empowering them to identify and manage realistic financial goals and negotiate the financial barriers that arise at every stage in life; and

WHEREAS, everyone can benefit from knowing the value of financial planning and where to turn for objective financial advice; and

WHEREAS, the Financial Planning Association® is the largest membership organization for personal financial planning experts in the U.S., representing tens of thousands of members dedicated to supporting the financial planning process as a way to help individuals achieve their goals and dreams; and

WHEREAS, the Financial Planning Association believes that everyone is entitled to objective advice from a competent, ethical financial planner to make smart financial decisions; and

WHEREAS, the Financial Planning Association is dedicated to helping individuals discover the value of financial planning; and

NOW THEREFORE, I, Lawrence Terry Oden, by virtue of the authority vested in me as Mayor of the city of Mountain Brook, do hereby proclaim October 7-13, 2013 as Financial Planning Week in the City of Mountain Brook, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mountain Brook to be affixed the 23rd day of September of the year of our Lord 2013 and of the Independence of the United States of America, the 237th.

Lawrence T. Oden, Mayor

EXHIBIT 7

RESOLUTION NO. 2013-137

**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	Samsung 42" Plasma TV with remote and wall mount	Model number SP R4232 SN 39FY
2	3-1/2 pallets slate roof tiles (pre-drilled)	

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell the above property by way of public Internet.

EXHIBIT 8

RESOLUTION NO. 2013-138

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Spectrum Environmental, Inc., in the form as attached hereto as Exhibit A subject to such changes as may be recommended by the City Attorney, with respect to the ADEM Notice of Intent (NOI) and Construction Best Management Practices Plan (BMP) preparation services with respect to the Cahaba River Park project.

APPENDIX 3

EXHIBIT 9

RESOLUTION NO. 2013-139

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an agreement between the City and Dunn Construction Company, Inc., in the form as attached hereto as Exhibit A subject to such changes as may be recommended by the City Attorney, with respect to the resurfacing of a portion Spring Street where the cost of said contract shall be reimbursed to the City by the Birmingham Water Works Board.

APPENDIX 4

EXHIBIT 10

RESOLUTION NO. 2013-140

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an order agreement between the City and Ricoh USA, Inc., in the form as attached hereto as Exhibit A subject to such changes as may be recommended by the City Attorney, with respect to the purchase and installation in fiscal 2014 of a digital document management system.

APPENDIX 5

EXHIBIT 11

RESOLUTION NO. 2013-141

WHEREAS, on December 13, 1971 the City Council of the City of Mountain Brook adopted a resolution concerning longevity compensation which was subsequently amended on December 12, 1994 (Resolution No. 94-113), September 13, 1999 (Resolution 99-126), September 22, 2003 (Resolution No. 03-126), and September 22, 2008 (Resolution No. 08-140); and

WHEREAS, the City Council wishes to again revise its longevity compensation policy;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City's longevity compensation policy will be amended as follows:

(a) All permanent, full-time employees (classified and unclassified) are eligible for longevity compensation after completing five (5) years of service with the City where service is measured in full years as of September 30 of each year. The first longevity payment to any eligible employee shall be made after such employee works through their sixth September 30th with the City.

(b) Longevity compensation will be calculated as a percentage of an employee's base salary as of the preceding September 30 in the following amounts:

Years of Service	Longevity Pay as a Percentage Base Pay
0 - 5 years	0%
6 years	1.5%
7 - 20 years	1.5% plus 0.5% per year limited to 8.5%

(c) The total longevity compensation without regard to City-paid benefits (City-wide including Park Board and Library Board) for any year beginning after September 30, 2013 (longevity compensation payable November 2013 and thereafter) shall be limited to \$440,000. Such limitation is subject to change at the discretion of the City Council. Where the calculated longevity compensation exceeds the above limitation, the difference will be deducted from each individual longevity check on a pro rata basis. For example, if the total calculated longevity payment exceeds the limitation by 20%, all longevity checks will be reduced by 20%.

(d) Upon the normal retirement of an employee who is entitled to longevity compensation, the employee's longevity pay shall be prorated through the last day of the month preceding the month of the employee's retirement provided, however, that there will be no proration of the service year prior to the month of December (i.e., retirement dates between October 1 and November 30).

(e) All longevity payments, including prorated longevity payments due to individuals that retired during the year, shall be prepared and distributed on or before sixty (60) days after the City's September 30 fiscal year end.

EXHIBIT 12

RESOLUTION NO. 2013-142

**“NOTICE OF PROPOSED REZONING
AND PUBLIC HEARING**

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, October 28, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will consider the adoption of an ordinance rezoning a parcel of land in the City of Mountain Brook, Alabama from Residence-D to Residential Infill District (RID), and the approval of a Master Development Plan.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two (22) days prior to October 28, 2013, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall –56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, Piggly Wiggly Food

Store 4 - 93 Euclid Avenue, and The Invitation Place - 3150 Overton Road notices of said public hearing in words and figures substantially as follows:

**‘CITY OF MOUNTAIN BROOK, ALABAMA
ORDINANCE NO. _____**

**AN ORDINANCE REZONING A PARCEL OF LAND IN THE CITY OF MOUNTAIN BROOK,
ALABAMA FROM RESIDENCE-D TO RESIDENTIAL INFILL DISTRICT (RID), AND THE
APPROVAL OF A MASTER DEVELOPMENT PLAN**

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

1. Amendment of Zoning Ordinance and Map. The zoning ordinance of the City of Mountain Brook and zoning map established under authority of Section 129-17 of the Mountain Brook City Code are hereby amended by rezoning the property described hereinbelow from its present “Residence-D” zoning classification under Chapter 129, Article V, of said Code to a “Residential Infill District (RID)” zoning classification as described in Chapter 129, Article XXVIII, and that the development of the subject property shall be governed by the zoning standards set forth in the RID Rezoning Application and Master Development Plan.

2. Master Development Plan. The Master Development Plan and the materials submitted by the applicant, as required by Section 129-497 of the Mountain Brook City Code, are made a part hereof and are specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the affected Property, subject to modification only as provided for in Article XXVIII, Chapter 129 of the Mountain Brook City Code.

3. Description of Affected Property. The property that is the subject of the rezoning approved by this ordinance is described as follows:

A parcel of land situated in the Southwest quarter of the Southwest Quarter of Section 33, Township 17 South, Range 2 West, Jefferson County, Alabama, said parcel being a part of Lot 1 of Brown Development L.L.C. Addition to Mountain Brook as recorded in Map Book 207, Page 88 in the Office of the Judge of Probate, Jefferson County, Alabama, and being more particularly described as follows:

Commence at a found 1 inch solid pipe marking the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 33; thence run South along the West line of said Section for a distance of 376.72 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point being the POINT OF BEGINNING of the parcel herein described; thence continue along the last described course for a distance of 31.64 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence leaving said Section line turn an interior angle to the right of 52 degrees 12 minutes 25 seconds and run in a Northeasterly direction for a distance of 426.46 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence turn an interior angle to the right of 307 degrees 31 minutes 38 seconds and run in a Southerly direction for a distance of 332.05 feet to a found 2 inch capped pipe, said point lying on the Northerly Right of Way of Montclair Road (80' R.O.W.), said point also lying on a non-tangent curve to the left, said curve having a radius of 3759.82 feet, a central angle of 02 degrees 36 minutes 40 seconds, an interior angle to the right to chord of 57 degrees 33 minutes 20 seconds, and a chord distance of 171.32 feet; thence run along the arc of said curve and said Right of Way for a distance of 171.34 feet to set 5/8 inch capped rebar stamped CA-560LS; thence leaving said Right of Way turn an interior angle right from chord of 122 degrees 32 minutes 38 seconds and run in a Northerly direction for a distance of 332.79 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence turn an interior angle right of 96 degrees 30 minutes 42 seconds and run in a Westerly direction for a distance of 17.16 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence turn an interior angle right of 318 degrees 09 minutes 08 seconds and run in a Northeasterly direction for a distance of 63.31 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence turn an interior angle to the right of 37 degrees 10 minutes 14 seconds and run in a Westerly direction for a distance of 48.03 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence turn an interior angle to the right of 140 degrees 32 minutes 19 seconds and run in a Southwesterly direction for a distance of 592.49 feet to the POINT OF BEGINNING.

Said parcel contains 65,099 Square Feet or 1.49 Acres more or less.

4. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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

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

At the aforesaid time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the changes proposed by said ordinance. A map of the property, a development plan proposed for the property, and other documents, information, and materials filed in conjunction with the application for rezoning, as well as a copy of the foregoing proposed ordinance, are available for public inspection at Mountain Brook City Hall (Office of the City Planner), 56 Church Street, Mountain Brook, Alabama, during regular business hours."

BE IT FURTHER RESOLVED that the City Clerk be, and he hereby is, further authorized and directed to give written notice of the hearing to the owners of the property located in whole or in part within 500 feet from the boundaries of the property described in this resolution in the form and manner and within the time required by Act No. 1123 of the 1973 Regular Session of the Legislature of Alabama.

BE IT FURTHER RESOLVED that the City Clerk be, and he hereby is, further authorized and directed to publish one insertion of the Notice herein above set out, which includes the proposed ordinance, one time, not less than twenty-two (22) days prior to the public hearing provided for therein, in *The Birmingham News*, a newspaper of general circulation in the City of Mountain Brook, and one (1) week after such first insertion to cause to be published again in said newspaper a synopsis of said proposed ordinance in lieu of a full copy of the same, which synopsis shall refer to the date and name of the newspaper in which the proposed ordinance was published in full.

EXHIBIT 13

RESOLUTION NO. 2013-143

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that effective October 8, 2013, the salaries of all employees (classified and unclassified) of the City of Mountain Brook, Alabama, including employees of The Emmet O'Neal Library Board and Parks and Recreation Board, shall be increased by one percent (1%) over the current salary schedule.

EXHIBIT 14

ORDINANCE NO. 1895

**AN ORDINANCE TO INCREASE THE SALARY OF THE
CITY MANAGER OF THE CITY OF MOUNTAIN BROOK, ALABAMA**

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

Section 1. Effective October 8, 2013, the salary of the City Manager of the City of Mountain Brook shall be increased by one percent (1%) to five thousand eight hundred twenty-three and 33/100 dollars

(\$5,823.33) bi-weekly.

Section 2. The Mayor is hereby authorized to execute an [amended] employment agreement to reflect the revised base salary described in Section 1 above, in the form as attached hereto as Exhibit A, between the City and City Manager.

Section 3. All ordinances and resolutions concerning the salary and employment agreement of the City Manager which have been adopted previously are hereby repealed.

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

EXHIBIT A (ORDINANCE NO. 1895)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made by and between SAM GASTON ("Gaston") and the CITY OF MOUNTAIN BROOK, ALABAMA ("City").

WHEREAS, Gaston has satisfactorily served as City Manager for the City since June 1993; and

WHEREAS, Gaston and the City have agreed that the terms and conditions of Gaston's continued employment should be memorialized and set forth in a formal contract of employment in order to promote clarity and avoid misunderstanding;

PREMISES CONSIDERED, Gaston and the City agree to the following terms and conditions:

1. Appointment as City Manager; Duties. Gaston shall serve as City Manager of the City of Mountain Brook, Alabama, and, in such capacity, shall perform such tasks and duties as may be prescribed and/or directed by the governing body or by applicable ordinance or statute. Gaston shall devote all of his productive time, ability and attention to the business of the City during the term of his appointment and shall not engage in any other employment or pursuit that would conflict or interfere with his duties and responsibilities as City Manager.
2. Term of Appointment. The term of Gaston's appointment shall be as provided by law.
3. Cancellation; Notice. Gaston's appointment and the City's obligations hereunder may be terminated by (i) operation of law; (ii) termination thereof by the governing body without cause during his term of appointment; (iii) termination thereof by the governing body for cause during his term of appointment; and (iv) Gaston's voluntary resignation.

The City may at its option terminate Gaston's appointment at any time for cause. For purposes of this Agreement, termination "for cause" shall include, but not be limited to, viz: (i) any act of theft, embezzlement, immoral conduct, sexual harassment, use of illicit drugs, or intoxication while acting as an employee of the City; (ii) the conviction for any crime involving moral turpitude; (iii) the willful neglect by Gaston of his duties hereunder; or (iv) the continued breach of any material term or condition of this Agreement by Gaston after written notice. Upon any such termination by the City for cause, Gaston shall only be entitled to the compensation and benefits provided in this Agreement (including accrued but unused vacation and sick leave) computed on a prorated basis up to and including the date of such termination, and shall be entitled to no further compensation subsequent to said date except as may be required by law. Any termination for cause by the City shall not prejudice its rights to seek any other redress or remedy to which it may be entitled under the law.

The City may also, at its option, terminate this Agreement at any time without cause. In the event of any termination by the City of this Agreement without cause prior to the expiration of Gaston's term as provided by law, the City shall be fully obligated to pay to Gaston his full salary and fringe benefits, including

but not limited to any accrued but unused vacation and sick leave, only for the four (4) month period immediately following said date of termination. In exchange for said payments by the City, Gaston agrees to make himself available to provide consulting services to the City as may be reasonably requested during said four (4) month period.

Gaston shall provide the City at least sixty (60) days' advance written notice of his resignation. Upon termination of his employment, Gaston shall be paid for any accrued but unused sick leave and/or unused vacation days in accordance with generally applicable city policy.

4. Compensation and Benefits; Evaluation. Gaston shall receive as base compensation the sum of one hundred fifty-one thousand four hundred six and 58/100 dollars (\$151,406.58) per annum, which shall be paid in regular increments according to the payroll system and schedule then in effect for the City. Gaston shall also receive and be eligible for the same across-the-board raises and fringe benefits (including but not limited to health, dental, disability, and life insurance, longevity pay, vacation, and sick leave) as are accorded or made available to city employees generally; provided, however, that nothing herein shall be construed to confer merit or civil service status on Gaston. Gaston's job performance shall be evaluated periodically at the discretion of the City Council. Upon receipt of a satisfactory performance evaluation, Gaston shall be entitled to such increase in basic compensation for the duration of the term of his appointment as the governing body may deem appropriate.

In addition to the foregoing, and in keeping with past practice, the City shall furnish to Gaston an automobile that may be used by Gaston for city-related functions, activities, and purposes, and for transportation between work location(s) and his personal residence. The City shall pay or provide for all gasoline, oil, maintenance, and insurance expenses associated with operation of the automobile. The City shall also pay for or reimburse Gaston for all actual and reasonable out-of-pocket expenses, dues, or fees incurred by Gaston in performing or attending city-related functions and activities, including but not limited to membership in and attendance at annual or semi-annual conferences sponsored by the ACCMA, the APA, and the ICMA.

5. Notice. All notices, consents, requests, approvals, and other communications provided for herein shall be validly given, made, or served if in writing and delivered personally or sent by registered or certified mail, postage prepaid, as follows, viz:

TO GASTON: Sam S. Gaston
2028 Clearview Drive
Birmingham, AL 35244

TO CITY: City of Mountain Brook
c/o _____
P. O. Box 130009
Mountain Brook, AL 35213-0009

6. Modification. This Agreement cannot be changed, modified, or amended in any respect except by a written instrument signed by both parties.

7. Entire Agreement. This Agreement supersedes all other agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements, as all prior agreements are hereby merged into this Agreement.

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

9. Controlling Law. In the event of a conflict between the terms of this Agreement and applicable state or federal law, said law(s) shall control, and this Agreement shall be construed with reference to and in accordance with applicable law.

10. Effective Date. This Agreement shall be effective upon approval of an ordinance adopting or ratifying same.

DATED this ____ day of September, 2013.

CITY MANAGER

CITY OF MOUNTAIN BROOK

Sam Gaston

By:

Lawrence T. Oden, Mayor

Bryan F. Helm
 18 Beechwood Road
 Birmingham, Alabama 35213
 (205) 226-3501
bryan@cathedraladvent.com

PROFESSIONAL EXPERIENCE

Cathedral Church of the Advent 1998 – present
 Birmingham, Alabama
 Administrator
 Responsible for finance, administration and property management for 3800-member church with annual budget of \$4+ million.

Allied Investment Company 1995 – 1998
Harbert Power Corporation
 Birmingham, Alabama
 Director – Business Development
 Directed all aspects of natural gas pipeline project development.
 Assisted with acquisition of electric generating plants.

Southern Natural Gas Company (Sonat Inc.) 1977 – 1994
 Birmingham, Alabama
 Manager – Business Development & Market Research 1987 – 1994
 Director – Pipeline Planning 1984 – 1987
 Manager – Strategic Planning 1977 – 1984
 Directed the identification, evaluation and marketing of major expansion projects; identified and evaluated acquisition candidates; and developed strategic plans for Sonat business units.

Llewelyn-Davies, Weeks, Forestier-Walker & Bor 1973 – 1975
 London, England
 Prepared recommendations for improved management of urban renewal projects.

Doha, Qatar, Persian Gulf
 Prepared comprehensive city and regional plans for private development and public infrastructure. Managed redevelopment activities in the country's second largest city.

EDUCATION

MBA – University of Virginia 1975 – 1977
 Concentration in finance and marketing; Shermert Award

BA Architecture – Rice University 1969 – 1973
 Magna cum Laude; American Institute of Architects Award

COMMUNITY ACTIVITIES

Alumni Interviewer for Admissions, Rice University
 State Captain for Alabama
 Rotary Club of Birmingham
 Newcomen Society
 Antique Automobile Club of America
 City of Mountain Brook, Board of Zoning Adjustment 2001 – 2006
 Chairman 2004 – 2006

2013-135

M e m o

TO: Mayor Terry Oden

FROM: Carl Johnson, Burgin Kent, Massey Relfe and Steve Shaw

**RE: Municipal Court Compensation for Judges and Prosecutor
2013-2014**

DATE: August 22, 2013

Dear Mayor Oden:

Thank you for allowing us the opportunity to review the current compensation for the Municipal Court for the City of Mountain Brook for the Judges and the Prosecutor. We have had the opportunity to discuss this matter and have talked with several present and former Prosecutors and Judges for various cities in the area regarding their compensation. We have either talked directly with individuals or they have advised of their understanding of the various pay levels for cities such as Irondale, Leeds, Warrior, Trussville, Hoover, Vestavia and Homewood. We have also had the opportunity to review payments from the City of Mountain Brook for the year 2012. It is our understanding that at present the Judges are paid \$288.00 per day and the Prosecutor is paid \$90.00 per hour. We have outlined below our recommendation for consideration by the City for compensation for 2013-2014 fiscal year.

1. Judges - We would recommend consideration of an increase to \$450.00 per day. Based on our understanding for the payments for Judges Johnson and Williams (this excludes any pay for any other Judges who may have served) if the daily compensation was increased to \$450.00 this would result in a budget increase of the payment to the Judges in the amount of a \$8,454.00, for 2013-14.

2. Prosecutor - We would recommend consideration of an increase in the hourly rate to \$110.00 per hour. Upon reviewing the pay for the Prosecutor we reviewed a difference in pay at the current rate of \$90.00 per hour and a proposed recommendation of \$110.00 per hour. If the same number of hours were billed for 2013 as in 2012, this would result in a budget increase in the amount of a \$7,301.00, for 2013-14.

3. Combined Budget Increase - Assuming the number of days and hours are the same for 2013-14 as they were calendar year 2012, the combined increase in the budget would be approximately \$15,755.00.

If you wish for us to review further matters, we will be glad to do so but we wanted to go ahead and get this information to you for your consideration.

APPENDIX 2

Proposal Acceptance Acknowledgement



Project Information	
Project Name Cahaba Park Project	
Project Location Mountain Brook, Alabama	
General Scope of Services General Consulting relative to USACE and ADEM project issues	
Spectrum Proposal Number 13-8727	Proposal Date August 28, 2013

Client Information		
Client/Company Name Nimrod Long and Associates		
Street Address 2213 Morris Avenue		
City Birmingham	State AL	Zip 35203
Client Contact Person/Project Manager Joel Eliason		Telephone Number 205-323-6072
Cell Number	Email Address/Web Address jeliason@nimrodlong.com	

Special Instructions
Proposal Acceptance by Client's Authorized Representative
 The Terms and Conditions of this Proposal, including those on this page and those attached hereto are Accepted this 23 day of September, 2013.

City of Mountain Brook
 Print of Type Client's Name (Individual, Firm or Corporate Body Name)

Lawrence T. Oden, Mayor
 Signature of Client's Authorized Representative

Print of Type Name and Title of Client's Authorized Representative

21530 Professional Drive, Suite B Robertsdale, AL 36567 - (251) 923-4352 Office - (205) 684-2142 Fax

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. Spectrum Environmental, Inc. ("Spectrum") and/or its subsidiaries, affiliates, branches or divisions, agrees to provide Client for its sole benefit and exclusive use the services set forth in our Proposal.

DEFINITIONS. When used herein, the terms "we", "us", or "our" refer to Spectrum and the terms "you", "your", "he", "his", "it" and "its" refer to Client.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to Spectrum, its agents, staff, consultants, and subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that it possesses all necessary permits and licenses required for the continuation of its activities at the site.

BILLING AND PAYMENT. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses based on work performed as of the fifteenth and the last day of each month. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days from date of invoice, the amount due shall bear a service charge of 1 1/2 percent per month or 18 percent per year and the cost of collection, including reasonable attorney's fees, if collected by law or through an attorney. If 1 1/2 percent per month exceeds the maximum allowed by law, the charge automatically will be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Spectrum, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off if has under this Agreement, any continuing agreement with Spectrum, or any right of set-off provided by law. No deduction shall be made from Spectrum's invoices on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

DAMAGE SITE. Spectrum will not be liable for any property damage or bodily injury arising from damage to or interference with any portion of the building, surface, or subterranean structures, which are not called to our attention in writing and correctly shown on the plans, furnished by Client in connection with work performed under this Agreement. Client recognizes that the use of exploration, industrial service, and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alterations or damage.

STANDARD OF CARE AND WARRANTY. To the extent the proposal calls for consultation, training, assessment or industrial services such services provided by us will be performed in accordance with generally accepted industry practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

PUBLIC LIABILITY. Spectrum maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings a suit or claim for damages against us alleging exposure to or damage from material, elements or constituents at or from Client's facility before, during, or after the services of the Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property, or other property damage, then Client agrees to defend us in any such suit or claim and pay on our behalf any judgment resulting against us, including any interest thereon. Further, Client with our concurrence, will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which we may be liable in any such suit and will bear and pay litigation expense Client incurs in providing a reasonable and professional defense which will be provided by Client according to prevailing local standards. Client will have the right to investigate, negotiate and settle, with our concurrence, any such suit or claim, and we will cooperate in the defense of any such suit or claim.

PROFESSIONAL LIABILITY. Client agrees to limit our liability to Client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$1,000,000.

SAMPLING HANDLING AND RETENTION. Generally, test samples or specimens are consumed or substantially altered during the conducting of tests and Spectrum, at our sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

A. Non-Hazardous Samples. At Client's written request, we will maintain preservable test samples and specimens of the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens of samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

B. Hazardous or Potentially Hazardous Samples. In the event that samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances, we will, after completion of testing and at Client's expense (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a broker and at no time assume title to said waste.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it comes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Spectrum from and against any and all claims and liabilities resulting from:

(a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents;

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SPECTRUM ENVIRONMENTAL, INC. DATED SEPTEMBER 23, 2012

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Spectrum Environmental, Inc. ("the Contractor") dated September 23, 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 (his) 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,

Handwritten signature or initials.

(b) Client's undertaking or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;
(c) Allegations that Spectrum is a handler, generator, operator, treater or store, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.
CONTAMINATED EQUIPMENT. All laboratory and field equipment contaminated in performing our services will be decontaminated prior to the completion of the project. All decontamination shall be done at the client's facility. Waste derived from decontamination will become the property of the client. Any laboratory or field equipment, which cannot be reasonably decontaminated, shall become the property and responsibility of Client. All such equipment shall be disposed of in a manner similar to that indicated for hazardous wastes. Client agrees to pay the fair market value of any such equipment, which cannot reasonably be decontaminated.
UNFORESEEN OCCURRENCES. If during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Spectrum may:

- (a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal.
(b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
(c) Terminate the services effective on the date specified by us in writing.
CLAIMS. In the event that either party hereto makes claim against the other party at law or otherwise, which is not to be resolved by Arbitration as provided herein the non-prevailing party shall pay all costs incurred by the other party in regard to the claim, including, without limitation, personnel-related costs, and other claim-related expense, including without limitation, costs, fees and expenses of experts.
DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designers, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law waive its harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Spectrum.
FIELD REPRESENTATIVE. The presence of our field personnel either full or part-time will be for the purpose of providing observation and field-testing of specific aspects of the project. Should a contractor not otherwise engaged by

Spectrum be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

DISPUTE RESOLUTION. Any dispute (excluding the collection of any outstanding invoice which was not objected to by client within the fourteen day period described above) arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. Either party may initiate arbitration by providing to JAMS written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees required to commence the arbitration or file any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorney's fees). The arbitration will be held in Birmingham, Alabama. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including without limitation, non-payment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the non-complying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including, but not limited to attorney's fees).

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties thereto.
SURVIVAL. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereon shall remain in full force and effect binding upon the parties hereto.
INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitutes the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.
GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama.

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

- 4. **Late Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
- 5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
- 6. **Choice of Law; Choice of Venue or Forum.** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
- 7. **Construction of Addendum.** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
- 8. **Alabama Immigration Law Compliance Contract.** Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

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

DATED this 23rd day of September, 2013.

Spectrum Environmental, Inc.

By: 
Its: President

City of Mountain Brook, Alabama

By: 
Its: Mayor

NOTICE

To: CONTRACTORS AND GRANTEES

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM 2

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

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

Stephen P. Castleman
Printed Name of Contractor

President
Title

[Signature]
Signature of Contractor

9/23/2013
Date

Spectrum Environmental, Inc.
Name of Business Entity

APPENDIX 3

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

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

City of Mountain Brook, Alabama

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

State of _____

County of _____

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

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

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

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

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

610828
E-Verify User Identification Number

Sworn to and subscribed before me this 24th day of Sept., 2013

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



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

As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Accordingly, please provide your Affidavit of Immigration Compliance with attached E-Verify Memorandum of Understanding, as requested in the attached memorandum. If you do not believe these obligations apply to you, please notify the City immediately.

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

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the 1-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

Incorporated
into contract
addendum.

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

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

[Signature]
Contractor Officer or Owner Signature/Date
Stephen P. Costleman - President - Spectrum Environmental, Inc.
Print Name/Title/Company

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

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

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

City of Mountain Brook, Alabama

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

State of _____

County of _____

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

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

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

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

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

E-Verify User Identification Number 610828

Sworn to and subscribed before me this 24th day of Sept, 2013

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

Notary Public Signature and Seal of Notary Public Commission Expires: 11/9/2016

Form W-9 Request for Taxpayer Identification Number and Certification

Name (as shown on your income tax return) SPECTRUM ENVIRONMENTAL, INC. Business name, if different from above. Check appropriate box: [] Limited liability company, [] Other (see instructions), [X] Corporation, [] Partnership, [] Exempt payee. Address (number, street, and apt. or suite no.) 85 Spectrum Cove, City, state, and ZIP code Alabaster, AL 35007. Requester's name and address (optional). List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. Social security number. OR Employer identification number 20 3059062.

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

Sign Here Signature of U.S. person Stephen P. Castleman Date 9/24/13

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, An estate (other than a foreign estate), or A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: The U.S. owner of a disregarded entity and not the entity.

Specific Instructions

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

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

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

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

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

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

Individuals (including sole proprietors) are not exempt from backup withholding.

Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

Part I—Taxpayer Identification Number (TIN)

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

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

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

Note: See the chart on this page for further clarifications of name and TIN combinations. How to get a TIN: If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-4, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II—Certification

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

CONTRACT

This contract is entered into, as of the 23rd day of September, 2013, by City of Mountain Brook, an Alabama municipal corporation, ("City") whose address is 56 Church Street, Mountain Brook, Alabama 35213 (P. O. Box 130009, Mountain Brook, Alabama 35213-0009), and Dunn Construction Company, Inc., a corporation, ("Contractor") whose address is 3905 Messer Airport Highway, Birmingham, AL 35222 (P.O. Box Drawer 11967 Birmingham AL 35202).

City and Contractor agree as follows:

- 1. Description of Work. The work to be done under this contract shall consist of milling approximately 1.5 inches full width and paving 1.5 inches on Spring Street on the north side of Euclid Avenue. The asphalt, concrete and other materials used by Contractor in the performance of the Work must comply with the specifications of City.
2. Term. This contract shall remain in effect for a period of six (6) months from the date of this contract, as provided above, and shall be subject to cancellation as provided hereinafter.
3. Commencement Date. The date of commencement of the Work shall be within three weeks of Contractor's receipt from City of a written or verbal notice to commence the Work. The time for completion shall be measured from the date upon which the Work is commenced, but not later than forty-eight (48) hours after Contractor's receipt of such notice.
4. Completion Date. The Work shall be completed within a reasonable time, based upon the circumstances of the Project, but in no event later than 2 weeks from the Commencement Date ("Completion Date"). If Contractor is unable to complete the Work by the Completion Date because of matters beyond its control, including strikes, shortages of material and governmental preemption in connection with a national emergency, the time for completion of the Work shall be extended by the length of time equal to the duration of any such matters.
5. Contract Sum. The City shall pay Contractor the sum of forty thousand seventy-one dollars and seventy-five cents (\$40,071.75) for milling and paving approximately 18,360 square feet ("Contract Sum"). Leveling as required (unit price per ton placed \$110.00) as approved by City Inspector.
6. Payments to Contractor. Payments shall be made to Contractor within ten (10) days after the satisfactory completion of the Work in accordance with this Contract and upon receipt by the City of invoices requesting such payment. Payments due and unpaid under this contract shall bear interest, at the rate of eight per cent (8%) per annum, from the date payment is due until the date payment is made.
7. Change Orders and Amendment of the Contract. This contract may not be amended, nor may the Work or the scope of the Work be changed, except in accordance with the terms of a written change order signed by City and Contractor. No change order shall cause a modification in the Contract Sum or the time for the completion of the Work unless the change order specifically provides for such modification.
8. Insurance. During the term of this contract, Contractor shall maintain in effect the following insurance, in at least the following amounts. Contractor shall furnish City certificates of insurance showing that such insurance is in full force and effect and that such insurance may not be cancelled without at least thirty (30) days prior written notice to City.

Table with 2 columns: Insurance, Amount. Rows include workers' compensation, general liability, and auto liability.

- 9. Miscellaneous:
a. Contractor shall obtain and pay for all necessary licenses, permits and fees required to perform the services and Work which Contractor is obligated to perform under this contract.
b. Upon default under this contract by City, City shall become liable for Contractor's costs of collecting any amount due and owing by City to Contractor as of the date of default, including reasonable attorneys' fees incurred by Contractor. Interest shall accrue from the date of default at the rate of eight per cent (8%) per annum. Should City default while the Work is in progress and before final completion of the Work, Contractor, at its sole option, may elect to cease performance of the Work. If City fails to cure the default within ten (10) days after Contractor gives notice of the same, Contractor may declare this contract terminated. If Contractor does not perform the Work in a satisfactory manner, or in the event of any other default by Contractor under this contract, City may terminate this contract and/or may have the Work completed by another contractor or contractors during the entire, unexpired term of this Contract, in which event Contractor shall be responsible for the difference, if any, between the Contract Sum provided for in this contract and the total amount paid for the cost of the Work, including all sums paid to Contractor. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.
c. This Contract shall be governed by, and construed in accordance with, the laws of the State of Alabama.
d. Contractor represents to City that Contractor is generally familiar with the types or sites where the Work is to be performed.
e. Contractor shall be responsible for taking all precautions required for the safe performance and the protection of the Work.

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

ATTEST: [Signature] Its City Clerk

CITY OF MOUNTAIN BROOK [Signature] Lawrence T. Oden, Mayor

Date: September 23, 2013

ATTEST: DUNN CONSTRUCTION COMPANY INC.
By: [Signature]
Its [Signature]
(Date) (Type or print name)
Its
(Date)
Date:

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND DUNN CONSTRUCTION COMPANY, INC DATED September 23, 2013

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Dunn Construction Company, Inc. ("the Contractor") dated September 23, 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 therefore.
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 4

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

- 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

ADDENDUM 2

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

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

_____	_____
Printed Name of Contractor	Title
_____	_____
Signature of Contractor	Date

Name of Business Entity	

APPENDIX 4

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 23rd day of September, 2013.

Dunn Construction Company, Inc.

City of Mountain Brook, Alabama

By: _____

By: Ronnie Vaughn

Its: _____

Its: Mayor

2013-139

From: Ronald Vaughn [mailto:vaughnr@mtnbrook.org]
Sent: Tuesday, September 10, 2013 6:51 AM
To: ballard@bwwsb.com
Cc: Sam Gaston; Jackie McCendon
Subject: Spring Street Paving

Mr. Ballard,

Please find attached a quote from Dunn Construction to mill and pave Spring Street from Euclid Avenue north to the end of utility work. The quote is a lump sum quote but has unit prices if any leveling is required due to inadequate utility cut repair. Simply put, if your contractor did not place the asphalt thick enough and during the milling process we reach the gravel base it may be necessary to do some leveling at the unit price quoted.

As you requested the city of Mountain Brook public works department will serve as the project manager for this resurfacing project. We will notify residents concerning the work schedule and inspect the work. When the job is complete we will receive and pay the invoice from Dunn Construction. We will then bill the Birmingham Water Works and include details if any leveling is required. Also, from looking at the work area I would think that only a small amount if any leveling may be required.

After receiving this email and attached quote please share with your staff and reply to me with your intentions.

Thanks

Ronnie Vaughn
Public Works Director
City of Mountain Brook AL
3579 East Street
Birmingham, Alabama 35243
205.802.3865 Office
205.967.2631 Fax
vaughnr@mtnbrook.org



TERMS AND CONDITIONS FOR ITSPS

Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh this Order for acceptance and by executing a Statement of Work (SOW) setting forth the specific services to be provided.

Data Management: The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Ricoh Product, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services").

Rebates/Damaged Products: No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return.

Warranty: Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship.

Assignment/Force Majeure: Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder without the prior written consent of Ricoh.

Notice of Cancellation: Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Order and thereby accepts this Order knowingly and willingly after receiving such legal advice.

Governing Law/Entire Agreement: This Order shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

Form W-9 Request for Taxpayer Identification Number and Certification. Includes fields for Name (City of Mountain Brook), Business name, Address (203 13009 Mtn Brook, AL 35213-0009), and Social Security Number (71346101013215).

APPENDIX 5



statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Order shall be given no force or effect.

Accounted by Customer and Ricoh USA, Inc. Signature and printed name fields for both parties.

City of Mountain Brook

BOX 130008 CRESTLINE HEIGHTS BRANCH MOUNTAIN BROOK, ALABAMA 35213 TELEPHONE 870-3532

Alabama Dept of Revenue Sales Tax Division

Attn: Mrs. Floyd

We have a sales tax exemption letter dated 1985 that states we are exempt as a city government and no sales tax number will be issued. We have a new vendor that refuses to accept this old letter. Could you please send me another updated letter that we are exempt from state sales tax?

Thanks Karen C Jackson Accountant 205 802-3806

FEIN 63-6001325



State of Alabama Department of Revenue

(www.revenue.alabama.gov) 50 North Ripley Street Montgomery, Alabama 36132

CYNTHIA UNDERWOOD Assistant Commissioner LENA A. BARTLEY Secretary

April 8, 2008

Ms. Karen C. Jackson, Accountant City of Mountain Brook PO Box 130009 Mountain Brook, AL 35213

Dear Ms. Jackson:

Subject: Alabama Sales Tax Exemption

In response to your request, please be advised that municipalities in the State of Alabama, and the agencies and departments thereof, are specifically exempt by law from the payment of Alabama sales tax. This exemption is found in Section 40-23-4(a)(11), Code of Alabama 1975, as amended, and is further explained in Sales & Use Tax Rule 810-6-3-.69.02, a copy of which is enclosed for your convenience.

Since the law provides a specific exemption, a certificate of exemption is not needed. When making purchases of tangible personal property for the City of Mountain Brook, you may furnish your supplier with a copy of this letter.

Although this letter provides the current opinion of the Sales, Use & Business Tax Division regarding this matter, it is not an official revenue ruling in accordance with Section 40-2A-5, Code of Alabama 1975. Consequently, it is not legally binding on the Department of Revenue and the State.

If you should have any questions, please do not hesitate to contact me at (334) 353-9680.

Sincerely,

Traci L. Floyd Revenue Examiner

TLF Enclosure

"AN AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYER"

http://www.revenue.alabama.gov/salestax/Rules/6369_02.html

4/8/2008

APPENDIX 5

State, County, City, Sales to

Page 1 of 2

ALABAMA DEPARTMENT OF REVENUE

SALES, USE & BUSINESS TAX DIVISION

SALES & USE TAX RULE



STATE OF ALABAMA DEPARTMENT OF REVENUE Montgomery, Alabama 36130

January 31, 1985

J. L. EVANS Assistant Commissioner LENA A. EASTWELL Secretary

JAMES C. WHITE, JR. Commissioner

Reply to: Sales and Use Tax Division (205-261-3521) P. O. Box 213

City of Mountain Brook P. O. Box 9006 35213 Mountain Brook, Alabama 35213

Attention: Karen Jackson

In response to your letter of January 28, 1985, please be advised incorporated municipalities of the State of Alabama are specifically exempted from the payment of Alabama Sales Tax on purchases of tangible personal property. This exemption is found in Title 40, Chapter 23, Section 4(11), Code of Alabama 1975 and is further explained in the Department's Rule G27-161 which is enclosed.

When making purchases for use by your city, you may furnish the above information to your supplier.

James H. Browder Revenue Examiner

JHB:art

Enclosure

FED ID 63-6021335

810-6-3-.69.02. Exemptions for United States, State, County, City, and Other Exempt Entities from the Payment of Sales Tax and Purchases Made Through the Use of Purchasing Agents.

(1) The United States Government, the State of Alabama, counties and incorporated municipalities of the state, and various other entities within the state are specifically exempt from paying sales and use tax on their purchases of tangible personal property. These exempt entities may appoint purchasing agents to act on their behalf for making tax-exempt purchases. In such situations the department will recognize that an agency relationship exists, provided that a written contract between the owner and the contractor-agent has been entered which clearly establishes that: (i) the appointment was made prior to the purchase of materials; (ii) the purchasing agent has the authority to bind the exempt entity contractually for the purchase of tangible personal property necessary to carry out the entity's contractual obligations; (iii) title to all materials and supplies purchased pursuant to such appointment shall immediately vest in the exempt entity at the point of delivery; and (iv) the agent is required to notify all vendors and suppliers of the agency relationship and make it clear to such vendors and suppliers that the obligation for payment is that of the exempt entity and not the contractor-agent. All purchase orders and remittance devices furnished to the vendors shall clearly reflect the agency relationship. The tax-exempt entity may enjoy its tax-exempt status when utilizing a purchasing agent, provided that the purchase is paid for by the tax-exempt entity with funds belonging to the tax-exempt entity and the proper documentation as listed above exists to confirm the agency relationship. (Sections 40 23 4(a)(11) and 40 23 62(13))

(2) A contractor is the consumer of all the materials which are used by the contractor in the performance of the construction contract and which become a part of real property. Accordingly, in the absence of an agency agreement as set forth in paragraph (1) above, purchases by a contractor or subcontractor of tangible personal property which it will use in the performance of a contract with the United States Government, the State of Alabama, county or incorporated municipality of the state, or an entity with a specific exemption, for making additions, alterations, or improvements to the government, state, county, municipality, or entity are not purchases by the government, state, county, municipality, or entity and do not qualify for the sales and use tax exemptions in Sections 40 23 4(a)(11) and 40 23 62(13). (Sections 40 23 1(a)(10) and 40 23 60(5))

(a) A contractor that sells building materials to a tax exempt entity under one contract and affixes the materials to realty under a second contract with the tax exempt entity is liable for sales or use tax; the fact that the materials are sold and installed under separate contracts does not qualify the contractor's purchase of the materials for the sales or use tax exemptions in Sections 40 23 4(a)(11) and 40 23 62(13). A contractor may not purchase materials tax exempt for resale to the tax exempt entity and then affix the same materials to realty for the tax exempt entity. (State v. Algemon Blair Industrial Contractors, Inc., 362 So.2d 248 (Ala.Civ.App. 1978), cert. denied 362 So.2d 253)

(b) A contractor may purchase items of tangible personal property tax free when the items are purchased for resale to a tax exempt governmental entity in the form of tangible personal property and are not affixed to realty by the contractor pursuant to a contract with the tax exempt entity.

(3) On and after October 1, 2000, the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract with the State of Alabama or a county or incorporated municipality of the State of Alabama awarded prior to July 1, 2004, is exempt from state, county, and municipal sales and use taxes provided the contractor or subcontractor has complied with Rule 810-6-3-.77, entitled Exemption for Certain Purchases by Contractors and Subcontractors in conjunction with Construction Contracts with Certain Governmental Entities, Public Corporations, and Educational Institutions. (Section 40-9-33)

(4) On and after July 1, 2004, the sale to, or the storage, use, or consumption by, any contractor or subcontractor of any tangible personal property to be incorporated into realty pursuant to a contract with the United States government, the State of Alabama or a county or incorporated municipality of the State of Alabama

http://www.revenue.alabama.gov/salestax/Rules/6369_02.html

4/8/2008

AUTHORIZING STATE STATUTES U.S. COMMUNITIES

Select to View Other State/Territory Statutes:

[Back to State Statutes Map](#)

State of Alabama Statutes
Title 41. State Government
Chapter 16. Public Contracts.
Article 3. Competitive Bidding on Contracts of Certain State and Local Agencies, etc.

§ 41-16-51. Contracts for which competitive bidding not required generally.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(16) Subject to the limitations in this subdivision, purchases of goods made as a part of the purchasing cooperative sponsored by the National Association of Counties, or its successor organization. This subdivision shall not apply to goods for which a service or service contract, whether subject to competitive bidding under this article or not, is necessary to utilize the goods. Such purchases may only be made if all of the following occur:

- a. The goods being purchased are available as a result of a competitive bid process approved by the Alabama Department of Examiners of Public Accounts for each bid.
- b. The goods are either not at the time available to counties on the state purchasing program or are available at a price equal to or less than that on the state purchasing program.
- c. The purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

Friday, Sep 20, 2013 12:13 PM

7-64

G27-161
G27-162
G27-164
G27-171
G27-181

G27-161

State, County, City; Sales To

The State of Alabama and counties and cities of the State have a specific exemption from the payment of sales and use tax on any of the property they purchase or use. Note, however, that a sale to the State or to a county or city of the State is a transaction where the property is sold as the result of an order issued by an official of one of these bodies having authority to make such purchases and acting in his official capacity and, by issuing the order, obligates the agency of which he is an official for the payment of the purchase price. (Section 40-23-4(11))

G27-162

State, County, City; Sales Made By

The counties and cities of the State of Alabama and the agencies and the instrumentalities thereof are not required by the provisions of the Sales Tax Law to collect or to pay the Department of Revenue sales tax because of sales of tangible personal property made by them, except those institutions of higher learning operated by the cities and the counties must pay sales tax on sales made by them.

The Sales Tax Law by specific provisions requires educational institutions operated by the State and the cities and counties of the State to collect and remit to the Department of Revenue the tax levied on admissions to athletic contests. (Section 40-23-2(2))

The Sales Tax Law also requires the State of Alabama and all of its agencies or instrumentalities to collect and remit to the Department of Revenue the sales tax levied on sales of tangible personal property. (Section 40-23-2(1))

G27-164

Sheriff's Purchases

Purchases by a sheriff of food to be used in feeding prisoners is exempt from sales tax. (Section 40-23-4(11))

G27-171

Municipal Housing Authority

Sales of property to a municipal housing authority for use by such authority in construction, repair, or maintenance of its property are sales to an agency of a city and exempted from the sales tax. (Section 40-23-4(11))

G27-181

Department of Pensions and Security

Sales to county departments of pensions and security are, in fact, sales to counties and are exempted from the sales tax. (Section 40-23-4(11))
(Adopted March 9, 1961, Amended November 1, 1963)

77 CITY OF MOUNTAIN BROOK

78 CITY OF MUSCLE SHOALS

79 CITY OF NORTH COURTLAND

80 CITY OF OPELIKA

81 CITY OF ORANGE BEACH

82 CITY OF OXFORD

83 City of Ozark

84 CITY OF PELHAM

85 CITY OF PELL CITY

86 CITY OF PHENIX CITY

87 CITY OF PIEDMONT, ALABAMA

88 CITY OF PRATTVILLE

89 City of Rainbow City

90 CITY OF ROBERTSDALE

91 CITY OF RUSSELLVILLE

If your agency is not yet a participant of the U.S. Communities Program, please Register to Participate and begin purchasing under any of the U.S. Communities competitively solicited contracts. If you need assistance, please email info@uscommunities.org or Contact Us.

APPENDIX 5

Friday, Sep 20, 2013 11:59 AM

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

September 6, 2013

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

Re: Cahaba River Park, Construction Phase I
Budget and Fee Update

Dear Sam:

I want to confirm the revised budget and fee numbers for Cahaba River Park.

Budget/Fees

It's my understanding the Council has allotted \$450,000 for the park in the FY-2014 budget. I also understand they want an additional \$45,000 raised through the private sector to be added to the park budget for a total park budget of \$495,000.00. This represents an increase of \$239,000.00 above the current budget of \$256,000.

Our original fee was based on 8.5% of the \$256,000.00 budgeted for the park's design and construction. Based on the revised park budget, we would like to request a fee increase of \$20,315.00 based on 8.5% of the park budget increase.

Reimbursable expenses include the cost of large format copying and blueprinting, postage and delivery services, facsimile transmissions, long distance telephone, and out of town travel expenses incidental to the project, and will be billed at 1.1 times the cost to the firm.

USACE/ADEM Permitting

When we bid the work earlier this year we included an allowance of \$6,000.00 for the contractor to handle the costs associated with any environmental permitting required by ADEM. Since that time we've contacted several engineers to get an idea of what the permitting process would likely cost. We have concluded that it is more economical for the City to contract directly with an environmental engineer to handle these services.

ADEM permitting in particular has become more expensive and time consuming in recent years. I believe it's in your best interest to contract these services directly with a qualified environmental engineer and begin that work immediately. If an environmental engineer can

2212 Morris Ave., First Floor, Birmingham, AL 35202 Tel: 205 322-6072 Fax 205 324-6128

Park at River Run and Overton Road
July 29, 2011
Page 2

begin this work in October, there should be ample time to secure any permits prior to the anticipated construction start next year.

I am including a proposal from Spectrum Environmental to provide these services for a fee of \$2500.00. Not only would you save money doing it this way, but I think it's also a much cleaner arrangement for the City to engage these services directly.

Sam, thank you for the opportunity to work on such a great project. If you have any questions or comments about the information presented, please feel free to call. We look forward to seeing a great recreational facility for the Mountain Brook community.

Sincerely,

Nimrod W. E. Long, III, FASLA
President

Enclosure.

*Set up
Contract file*

RESOLUTION NO. 2012-189

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a professional services agreement between the City and Nimrod Long and Associates, in the form as attached hereto as Exhibit A subject to such changes as may be recommended by the City Attorney, with respect to the Cahaba River Park, Phase 1 design services.

ADOPTED: This 13th day of November, 2012.


Virginia C. Smith, Council President

APPROVED: This 13th day of November, 2012.


Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on November 13, 2012, as same appears in the minutes of record of said meeting.


Steven Boone, City Clerk

Nimrod Long
And Associates

L O N G

Land Planners
Landscape Architects
Urban Designers

October 24, 2012

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

Re: Cahaba River Park, Construction Phase I
Landscape Architectural Services

Dear Sam:

Nimrod Long and Associates is pleased to present this proposal for landscape architectural design services for the Cahaba River Park, Construction Phase I. The natural beauty of this property and scenic views of the Cahaba River create an optimal setting for a new public park for Mountain Brook. Based on the excitement that was created from the park master plan, I am confident this park will be a favorite destination for the community.

SCOPE OF SERVICES

Outlined below are the services that Nimrod Long and Associates proposes to provide.

Design Development

Nimrod Long and Associates will identify the Phase I limits of the park based on the current master plan and the budget that the City of Mountain Brook has set aside for this work. Once NLA has obtained approval from the Park Board and City officials for the limits of Phase I, we will begin producing construction documents.

Construction Documents

Nimrod Long and Associates will produce construction documents and written specifications suitable for obtaining bids for the described work. This will include:

1. Hardscape plans and details;
2. Grading/Drainage plans and details;
3. Landscape plans and details;
4. Performance irrigation plans and details.

Bidding and Negotiation

NLA will prepare Specifications and Bid Documents and will assist the City in conducting the project bidding/negotiation and award of construction contract.

October 24, 2012
Cahaba River Park, Construction Phase I
Page 2 of 2

Construction Observation

Observation during the installation or construction period is vital to the success of any project. Our services during this phase of the Work include:

1. Periodic site visits to observe construction of site clearing, grading, hardscape, landscape and irrigation work;
2. Attendance at construction scheduling/coordination meetings as needed;
3. Preparation of site visit reports to keep the Owner informed of the progress of the Work;
4. Review of submittals, for the purpose of checking for conformance with the design concept expressed in the Construction Documents;
5. Reviewing Change Orders; and review of Contractor's Applications for payment.

FEEES FOR SERVICES

NLA proposes to provide the described services for a lump sum fee of \$24,000 plus reimbursable expenses. Fees for work completed will be invoiced monthly based on the percentage of completion.

Reimbursable expenses include the cost of large format copying and blueprinting, postage and delivery services, facsimile transmissions, long distance telephone, and out of town travel expenses incidental to the project, and will be billed at 1.1 times the cost to the firm.

ADDITIONAL SERVICES

If additional services are required by changes to this scope of work, we will negotiate a fee for the services as requested, or we can bill on an hourly basis at our current hourly rates.

Sam, thank you for the opportunity to present this proposal for services. If you have any questions or comments about the information presented, please feel free to call. The Cahaba River Park will create wonderful recreational and educational opportunities for the Mountain Brook community.

Sincerely,

Nimrod W. E. Long, III, FASLA
President

Enclosure

G:\NLA_MRKG\PRPSLS\2012\Cahaba River Park\Cahaba River Park Phase I CD's.doc

Nimrod Long
AND ASSOCIATES



Land Planners
Landscape Architects
Urban Designers

An Agreement for the Provision of Limited Professional Services

Landscape Architect:
Nimrod Long and Associates, Inc.
2213 Morris Avenue, First Floor
Birmingham, AL 35203

Client:
The City of Mountain Brook
PO Box 130009
Mountain Brook, AL 35213

Date: October 24, 2012

Project No.:

Project Name/Location: Cahaba River Park, Construction Phase I; Mountain Brook, Alabama

Scope/Intent and Extent of Services: Construction Documents for Phase I of the Cahaba River Park

Fee Arrangement:

We will provide these services for a fixed fee in the amount of \$24,000. Fees and Reimbursable expenses for work completed will be invoiced monthly for percent complete. Additional Services can be provided by request at our hourly rates listed below:

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

Reimbursable expenses include the cost of copying and blueprinting, postage and delivery services, facsimile transmissions, long distance telephone, local mileage, and travel expenses incidental to the project, and will be billed at 1.1 times the cost to the firm. One and one-half percent interest will be charged per month on any unpaid balance after 60 days plus all costs of collection including reasonable attorney's fees.

Special Conditions: Not Applicable

Offered by:

Accepted by:

signature date 10/24/12

signature date 11/13/2013

Nimrod W. E. Long III / President
Printed Name / Title

Lawrence T. Oden, Mayor
Printed Name / Title

2213 Morris Ave., First Floor, Birmingham, AL 35203 Tel: 205 323-6072 Fax 205 324-6128

Terms and Conditions

The Landscape Architect shall perform the services outlined in this agreement for the stated fee arrangement.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Landscape Architect shall be submitted to non-binding mediation. Client and Landscape Architect agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Landscape Architect's services shall be submitted, at the Landscape Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the Invoice is not paid within 30 days, the Landscape Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Landscape Architect, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Landscape Architect.

Certifications:

Guarantees and Warranties: The Landscape Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Landscape Architect cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Landscape Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed \$100,000. Such causes include, but are not limited to, the Landscape Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Landscape Architect should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay the Landscape Architect for all services rendered to the date of termination, and all reimbursable expenses.

Ownership of Documents:

All documents produced by the Landscape Architect under this agreement shall remain the property of the Landscape Architect and may not be used by the Client for any other endeavor without the written consent of the Landscape Architect.

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND NIMROD LONG AND ASSOCIATES DATED NOVEMBER 13, 2012

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Nimrod Long and Associates ("the Contractor") dated November 13, 2012.

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

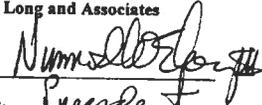
1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:
 - A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
 - B. "The (his) Agreement" refers to the principal contract, agreement,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

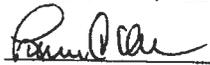
and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

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

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

DATED this 13 day of November, 2012.

Nimrod Long and Associates
By: 
Its: President

City of Mountain Brook, Alabama
By: 
Its: Mayor

ORDINANCE NO. 1894

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2013 and ending September 30, 2014:

	General Operations (100)	Park Board (115)	Library Board (70X)	Capital Projects (417/428/441)	Other Governmental (5XX/600)	All Other (132/14X/153)
Funds Available:						
Revenues:						
Taxes	\$ 27,054,155	\$ 0	\$ 0	\$ 0	\$ 378,000	\$ 0
Licenses and permits	3,869,500	0	0	0	0	0
Intergovernmental	0	44,700	0	0	0	43,955
Charges for services	566,875	66,600	7,500	0	350,000	129,274
Fines and forfeitures	469,040	0	58,000	0	161,000	0
Grants	0	0	11,250	632,845	0	0
Investment Earnings	0	0	325	101,087	182,435	7,200
Miscellaneous	510,430	3,000	200	100,000	0	0
Proceeds from the issuance of debt	0	0	0	0	0	0
Proceeds from the sale of property	0	0	0	0	0	0
Intrafund transfers in:						
General Operations/Capital	0	0	0	2,965,623	977,198	0
Park Board	0	0	0	132,910	0	0
Library Board	0	0	0	98,415	0	0
Other (14X/153)	41,367	0	0	0	0	0
E-911	0	0	0	0	0	0
Operating transfers in-component uni	0	0	43,000	0	0	0
Donations	0	0	24,250	250,000	0	0
(Surplus) deficit	(\$121,955)	(486,000)	0	358,405	(17,785)	(30,700)
Total Fund Available	\$ 32,025,367	\$ 114,300	\$ 198,650	\$ 4,639,285	\$ 2,030,848	\$ 149,729
Expenditures:						
Legislation and management	\$ 1,798,959	\$ 0	\$ 0	\$ 60,000	\$ 0	\$ 0
Intergovernmental	\$ 789,462	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Unassigned benefits	\$ 705,100	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Finance	\$ 1,297,549	\$ 0	\$ 0	\$ 71,420	\$ 260,121	\$ 0
Fire	\$ 6,677,218	\$ 0	\$ 0	\$ 430,750	\$ 0	\$ 0
Inspection Services	\$ 448,927	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Police	\$ 6,663,343	\$ 0	\$ 0	\$ 1,167,594	\$ 426,336	\$ 1,500
Street and Sanitation	\$ 6,234,699	\$ 0	\$ 0	\$ 1,650,512	\$ 984,000	\$ 0
Parks and Recreation	\$ 0	\$ 977,580	\$ 0	\$ 614,500	\$ 0	\$ 131,862
Library	\$ 0	\$ 0	\$ 2,907,525	\$ 283,318	\$ 0	\$ 0
Debt service payments	\$ 0	\$ 0	\$ 0	\$ 0	\$ 360,391	\$ 0
Operating transfers-out:						
General Fund	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 41,367
Capital Projects	\$ 3,196,948	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Special Revenue	\$ 316,007	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Debt Service (Other)	\$ 300,000	\$ 0	\$ 0	\$ 361,191	\$ 0	\$ 0
Other funds (Other)	\$ 25,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ (25,000)
Park Board	\$ 863,280	\$ (863,280)	\$ 0	\$ 0	\$ 0	\$ 0
Library Board	\$ 2,708,875	\$ 0	\$ (2,708,875)	\$ 0	\$ 0	\$ 0
Total Expenditures	\$ 32,025,367	\$ 114,300	\$ 198,650	\$ 4,639,285	\$ 2,030,848	\$ 149,729

BE IT FURTHER ORDAINED by the City Council of the City of Mountain Brook, Alabama that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to disburse funds for the payment of budgeted expenditures including and not limited to salaries and benefits, payroll taxes, service and other contracts, debt service, utilities, supplies and such other obligations incurred by the City in the normal course of municipal, public safety, and recreational operations.

ADOPTED: The 23rd of September, 2013


Council President

APPROVED: The 23rd of September, 2013


Mayor

CERTIFICATION

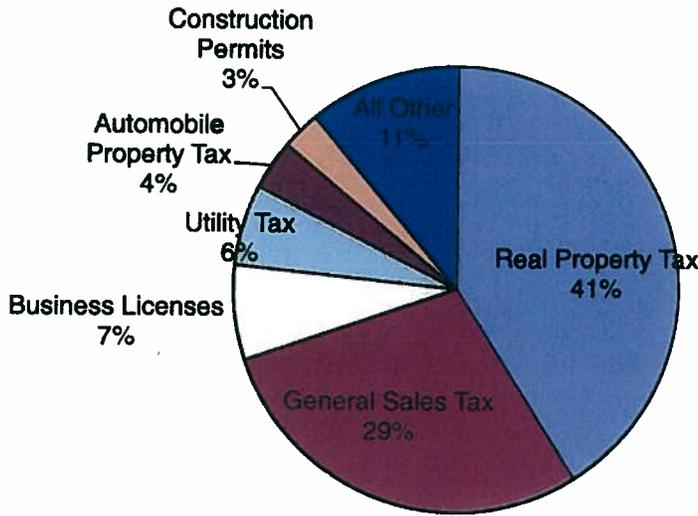
I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook at its meeting held on September 23, 2013, as same appears in the minutes of record of said meeting, and published by posting copies thereon on September 24, 2013, at the following public places as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Piggly Wiggly Foodstore 4, 93 Euclid Avenue
The Invitation Place, 3150 Overton Road

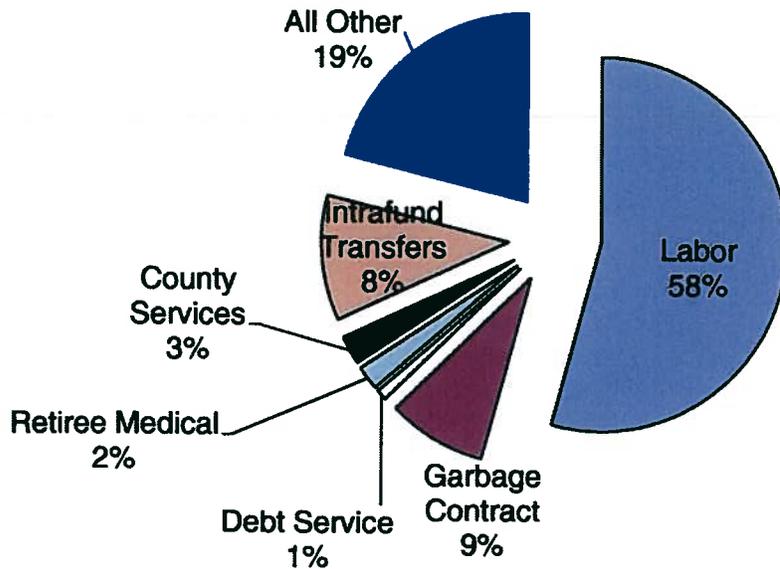

City Clerk

2014 General Fund Revenue Budget-\$32.9MM

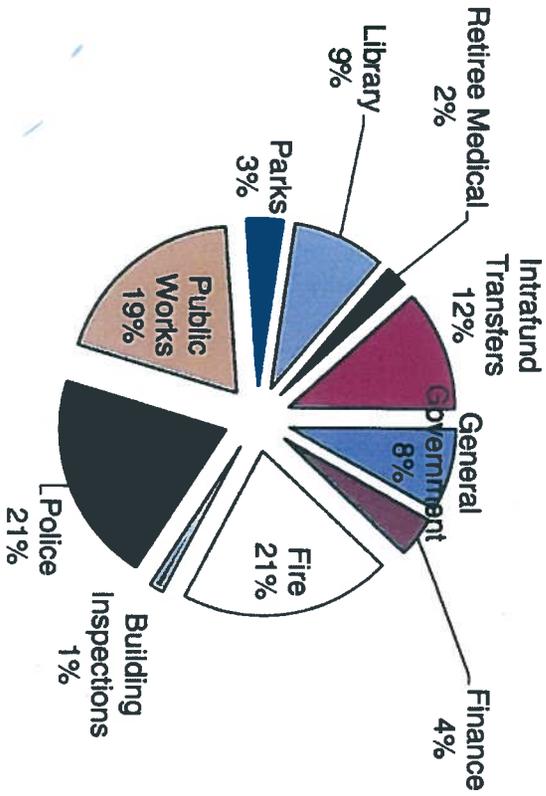


APPENDIX 7

2014 General Fund Expense Budget



2014 Budgeted Expenses by Department



Statement of Budgeted Revenues, Expenditures, and Changes in Fund Balance
City of Mountain Brook, Alabama
Year Ended September 30

	2014 Budget			Total Governmental Funds	
	General Fund 1XX	Capital Projects 4XX	Other Governmental Funds 5XX / 6XX	2014 Budget	2013 Budget
Revenues:					
Taxes	\$27,054,155	\$0	\$378,000	\$27,432,155	\$27,039,013
Licenses and permits	\$3,869,500	\$0	\$0	\$3,869,500	\$3,845,809
Intergovernmental	\$88,855	\$0	\$0	\$88,855	\$89,707
Charges for services	\$770,249	\$0	\$350,000	\$1,120,249	\$1,083,241
Fines and forfeitures	\$527,040	\$0	\$161,000	\$688,040	\$676,640
Grants	\$11,250	\$632,845	\$0	\$644,095	\$1,036,082
Investment Earnings	\$7,525	\$101,087	\$182,435	\$291,047	\$282,739
Miscellaneous	\$513,630	\$100,000	\$0	\$613,630	\$513,490
Total Revenues	\$32,842,004	\$833,932	\$1,071,435	\$34,747,371	\$34,569,001
Expenditures:					
General government	\$4,591,070	\$131,420	\$260,121	\$4,982,611	\$12,540,227
Public safety	\$13,790,988	\$1,598,344	\$428,336	\$15,817,668	\$15,268,563
Street & sanitation	\$8,234,899	\$1,850,512	\$984,000	\$11,069,411	\$9,338,479
Recreational	\$1,109,442	\$614,500	\$0	\$1,723,942	\$1,520,784
Library	\$2,907,525	\$283,318	\$0	\$3,190,843	\$2,811,200
Debt service	\$0	\$0	\$360,391	\$360,391	\$359,141
Total Expenditures	\$28,633,724	\$4,278,094	\$2,030,848	\$34,942,666	\$41,857,394
Excess (deficiency) of revenues over expenditures	\$4,208,280	(\$3,444,162)	(\$959,413)	(\$185,295)	(\$7,268,393)
Other Financing Sources (Uses):					
Proceeds from the issuance of debt	\$0	\$0	\$0	\$0	\$0
Proceeds from the sale of property	\$0	\$0	\$0	\$0	\$0
Operating transfers in	\$41,367	\$3,196,948	\$977,198	\$4,215,513	\$3,434,125
Operating transfers (out)	(\$3,854,322)	(\$361,191)	\$0	(\$4,215,513)	(\$3,434,125)
Transfers in-component unit	\$43,000	\$0	\$0	\$43,000	\$43,000
Donations	\$24,250	\$0	\$0	\$24,250	\$24,250
Total Other Financing Sources	(\$3,745,705)	\$2,835,757	\$977,198	\$67,250	\$67,250
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	\$462,575	(\$608,405)	\$17,785	(\$128,045)	(\$7,201,143)
Fund balance, beginning of year	\$10,569,594	\$22,187,652	\$4,829,421	\$37,586,667	\$32,816,085
FUND BALANCES, END OF YEAR	\$11,032,169	\$21,579,247	\$4,847,206	\$37,258,622	\$25,614,952
	0.3	10.0	11.0		

Department: General Operations (100)
Category:

General Operations (Fund 100) Budget Summary
City of Mountain Brook, Alabama
Year Ended September 30

Ledger Number	Ledger Description	2012 Actual	2013 Budget	2013 Projected	2014 Budget	Page Reference
Sources of Funds						
100-3XXX-XXXX	General Operations (100) Revenue	\$32,396,644	\$32,057,467	\$33,064,051	\$32,670,000	1.1
Expenses and Intrafund Transfers						
General Government						
100-1100-XXXX	Legislation & Management	\$2,702,402	\$2,664,467	\$2,518,697	\$2,186,909	2.5
100-1119-XXXX	Intergovernmental Services	\$809,144	\$835,712	\$772,810	\$789,462	2.1
100-1115-XXXX	Benefits (Unassigned)	\$692,191	\$638,200	\$665,580	\$705,100	2.2.1
100-1116-6915	Intrafund Transfers-Park Board	\$937,186	\$1,076,951	\$1,015,079	\$996,190	2.4
100-1116-697X	Intrafund Transfers-Library Board	\$2,510,370	\$2,645,870	\$2,639,753	\$2,807,290	2.4
100-1116-XXXX	Intrafund Transfers-All Other	\$2,767,499	\$1,216,081	\$1,079,655	\$1,736,377	2.4
Finance						
100-1211-XXXX	Administration	\$1,189,369	\$1,312,536	\$1,265,394	\$1,365,262	3.0
100-1212-XXXX	Revenue	\$335,323	\$367,338	\$348,599	\$430,699	3.1
100-1213-XXXX	Accounting	\$258,891	\$262,857	\$266,769	\$246,695	3.2
100-1214-XXXX	Network Services	\$252,673	\$279,328	\$264,475	\$317,677	3.3
100-1214-XXXX	Network Services	\$342,302	\$403,015	\$385,531	\$370,191	3.4
Fire						
100-3410-XXXX	Administration	\$6,440,400	\$6,841,668	\$6,732,296	\$7,059,679	4.0
100-3417-XXXX	Training & Safety	\$817,505	\$668,092	\$668,144	\$879,379	4.1
100-3440-XXXX	Prevention	\$126,618	\$140,296	\$126,628	\$136,111	4.2
100-3441-XXXX	EMS Transportation	\$137,985	\$147,969	\$145,122	\$157,411	4.3
100-3442-XXXX	Suppression	\$374,121	\$380,352	\$351,907	\$392,564	4.3
100-3442-XXXX	Suppression	\$4,984,171	\$5,294,950	\$5,240,495	\$5,404,214	4.5
Inspection Services						
100-1300-XXXX		\$400,626	\$425,243	\$425,958	\$452,260	5.1
Police						
100-3510-XXXX	Administration	\$6,448,187	\$6,955,145	\$6,861,393	\$7,339,861	6.0
100-3517-XXXX	Training	\$1,935,694	\$2,180,653	\$2,082,851	\$2,176,916	6.1
100-3517-XXXX	Training	\$98,075	\$134,750	\$107,400	\$146,250	6.2
100-3550-XXXX	Patrol	\$3,559,876	\$3,774,347	\$3,697,523	\$3,945,442	6.3
100-3551-XXXX	Detectives	\$772,336	\$777,808	\$897,028	\$894,440	6.4
100-3552-XXXX	School Resource Officer	\$82,206	\$67,587	\$96,591	\$176,813	6.5
Public Works						
100-6610-XXXX	Administration	\$6,546,978	\$6,838,859	\$6,583,872	\$6,745,810	7.0
100-6660-6420	Administration	\$933,580	\$922,932	\$933,440	\$936,827	7.1
100-6660-6420	Garbage & Trash Service	\$2,683,440	\$2,773,980	\$2,722,982	\$2,765,001	7.2
100-6661-XXXX	Heavy Construction	\$1,102,674	\$1,167,155	\$1,090,888	\$1,069,768	7.3
100-6662-XXXX	Traffic and Right-of-Way	\$1,433,725	\$1,507,811	\$1,523,766	\$1,638,980	7.4
100-6663-XXXX	Garage/Shop	\$393,559	\$466,981	\$312,996	\$315,034	7.5
Total General Operations Expenses		\$31,444,375	\$31,450,752	\$30,580,487	\$32,164,000	
General Operations Surplus (Deficit)		\$854,469	\$606,715	\$2,483,564	\$486,000	

Ordinance No. 1690
adopted 05/28/2013

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Combining Statements of Revenues and Expenses - General Fund
City of Mountain Brook, Alabama
Year Ended September 30

2014 Budget	2013 Actual	2012 Actual	2011 Actual	2010 Actual	2009 Actual	2008 Actual	2007 Actual	2006 Actual	2005 Actual	2004 Actual	2003 Actual	2002 Actual	2001 Actual	2000 Actual
Revenues:														
Taxes	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155	\$27,054,155
License and permits	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500	\$2,869,500
Charges for services	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000	\$268,000
Fees and franchises	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000	\$486,000
Grants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intergovernmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$30,409,655													
Expenses:														
General government	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070	\$4,591,070
Public safety	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488	\$12,798,488
Recreation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480	\$6,777,480
Library	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$24,167,038													
Excess (deficiency) of revenues over expenditures	\$7,242,617													
Other Financing Sources (Use):														
Proceeds from the issuance of debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from the sale of property	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987	\$41,987
Operating transfers (out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating transfers (in)	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290	\$380,290
Operating transfers in-component unit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Donations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Financing Sources	\$422,277													
Excess (Deficiency) of Revenues and Other Financing Sources Over Expenditures and other Financing Uses	\$7,664,894													
FUND BALANCES, END OF YEAR	\$4,603,941													

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Combining Statements of Revenue and Expenses - Capital Projects Fund
 City of Mountain Brook, Alabama
 Year Ended September 30

	2014 Budget					
	City Infrastructure			2014	2013	2013
	Capital Projects	Improvement Projects	Village Trail System			
	441	417	428	Totals	Budget	Projected
Revenue:						
Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Licenses and permits	\$0	\$0	\$0	\$0	\$0	\$0
Intergovernmental	\$0	\$0	\$0	\$0	\$0	\$0
Charges for services	\$0	\$0	\$0	\$0	\$0	\$0
Fines and forfeitures	\$0	\$0	\$0	\$0	\$0	\$0
Grants	\$0	\$0	\$632,845	\$632,845	\$1,024,000	\$1,036,970
Investment Earnings	\$89,087	\$12,000	\$0	\$101,087	\$101,087	\$487,000
Miscellaneous - Proceeds from the sale of property	\$100,000	\$0	\$0	\$100,000	\$100,000	\$105,424
Total Revenues	\$189,087	\$12,000	\$632,845	\$833,932	\$1,225,087	\$1,631,394
Expenditures:						
General government	\$131,420	\$0	\$0	\$131,420	\$7,048,400	\$9,666,345
Public safety	\$1,588,344	\$0	\$0	\$1,588,344	\$1,894,232	\$1,425,000
Street & sanitation	\$327,705	\$466,887	\$655,920	\$1,650,512	\$2,278,820	\$2,285,510
Recreational	\$61,000	\$553,500	\$0	\$614,500	\$333,900	\$106,400
Library	\$283,318	\$0	\$0	\$283,318	\$64,318	\$48,000
Debt service	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$2,401,787	\$1,020,387	\$655,920	\$4,278,094	\$11,419,470	\$13,511,255
Excess (deficiency) of revenues over expenditures						
	(\$2,212,700)	(\$1,008,387)	(\$223,075)	(\$3,444,162)	(\$10,194,383)	(\$11,878,861)
Other Financing Sources (Uses):						
Proceeds from the issuance of debt	\$0	\$0	\$0	\$0	\$0	\$0
Operating transfers-in	\$2,585,590	\$611,358	\$0	\$3,196,948	\$2,467,264	\$2,373,014
Operating transfers-out	\$0	(\$361,191)	\$0	(\$361,191)	(\$358,941)	(\$360,600)
Donations	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Financing Sources	\$2,585,590	\$250,167	\$0	\$2,835,757	\$2,108,323	\$2,012,414
Excess (Deficiency) of Revenue and Other Financing Sources Over Expenditures and other Financing Uses						
	\$372,890	(\$758,220)	(\$223,075)	(\$608,405)	(\$8,086,060)	(\$8,867,447)
Fund balance, beginning of year	\$3,092,219	\$5,286,587	\$245,312	\$8,624,098	\$16,481,645	\$18,491,545
FUND BALANCES, END OF YEAR	\$3,465,109	\$4,528,367	\$22,237	\$8,015,693	\$10,405,485	\$9,624,098

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Combining Statements of Revenue and Expenses - Other Governmental Funds
 City of Mountain Brook, Alabama
 Year Ended September 30

	2014 Budget										
	Five Cent	Barren Cent	Four Cent	Two Cent	Emergency	Communications	Corrections	Debt	Services	Budget	
	521	522	523	524	Total	District	Fund	600	Totals	Totals	
					525	531	534	535	536	2014	2013
Revenues:											
Taxes	\$59,000	\$197,000	\$119,000	\$4,000	\$379,000	\$0	\$0	\$0	\$0	\$378,000	\$417,700
Licenses and permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Intergovernmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Charges for services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fees and forfeitures	\$0	\$0	\$0	\$0	\$0	\$350,000	\$0	\$0	\$0	\$350,000	\$340,000
Grants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$161,000	\$190,000
Investment Earnings	\$314	\$131,000	\$2,472	\$49	\$133,835	\$1,600	\$0	\$0	\$0	\$47,000	\$182,485
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175,705
Total Revenues	\$68,314	\$328,000	\$121,472	\$4,049	\$517,855	\$351,600	\$161,000	\$47,000	\$1,071,435	\$1,113,495	
Expenditures:											
General government	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$259,321	\$240,807
Public safety	\$0	\$0	\$0	\$0	\$0	\$308,650	\$0	\$0	\$0	\$177,088	\$408,498
Street & sanitation	\$160,000	\$388,000	\$436,000	\$20,000	\$984,000	\$0	\$0	\$0	\$0	\$984,000	\$740,000
Recreational	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Library	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$390,391	\$380,391
Total Expenditures	\$160,000	\$388,000	\$456,000	\$20,000	\$984,000	\$308,650	\$0	\$0	\$377,007	\$891,191	\$785,248
Excess (deficiency) of revenues over expenditures											
	(\$91,686)	(\$60,000)	(\$234,528)	(\$15,951)	(\$472,145)	\$42,950	(\$216,007)	(\$314,191)	(\$305,413)	(\$651,841)	
Other Financing Sources (Uses):											
Proceeds from the issuance of debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Operating transfers-in	\$0	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$0	\$216,007	\$205,546
Operating transfers-out	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$661,191	\$877,188
Donations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Financing Sources	\$0	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$0	\$216,007	(\$651,191)	(\$877,188)
Excess (Deficiency) of Revenue and Other Financing Sources Over Expenditures and other Financing Uses											
	(\$91,686)	\$40,000	(\$234,528)	(\$15,951)	(\$472,145)	\$42,950	(\$216,007)	(\$314,191)	(\$305,413)	(\$651,841)	
Fund balance, beginning of year	\$146,108	\$157,280	\$392,338	\$18,532	\$715,258	\$716,900	\$0	\$3,393,078	\$4,029,427	\$4,385,108	
FUND BALANCES, END OF YEAR	\$44,422	\$217,280	\$77,810	\$2,581	\$343,073	\$259,550	\$0	\$3,740,078	\$4,657,206	\$4,633,272	

	12%	2%	2%	1%	11.2	11.2	11.3	11.4	2014	2013
	11.5	11.4	11.5	11.6	11.2	11.2	11.3	11.4	2014	2013
FUND BALANCES, END OF YEAR	\$44,422	\$217,280	\$77,810	\$2,581	\$343,073	\$259,550	\$0	\$3,740,078	\$4,657,206	\$4,633,272



APPENDIX 8

**REASONS TO OFFER
INCENTIVES
TO KEEP
PIGGLY WIGGLY**



The case for incentives

1. Losing the Crestline Pig is not merely a landlord-tenant issue. Other stakeholders. The City, residents, taxpayers, and children lose \$300,000 in annual tax revenue. Crestline loses its retail anchor. The community loses its nerve center.
2. No legal impediment exists for cities to offer incentives to existing businesses.
3. Incentives should be offered to **existing businesses** having a **significant positive effect** on the Mountain Brook economy.
4. Keeping existing businesses boosts morale, provides a safe haven for children to shop and to work, and maintains the character and ambience of where we call home.

Not merely a landlord-tenant dispute

- There are other stakeholders with a financial and legal interests.
- The City and its children, homeowners, taxpayers, and businesses lose \$300,000 annually in taxes if the Pig closes.
- The City has land-use regulatory authority.
- Crestline loses its retail anchor and the 50 employees who shop here.
- Property values drop because the community is less an urban village without a grocery.
- Crestline loses an icon.

Whether a city offers incentives to existing businesses in addition to new businesses is a policy decision

- Amendment 772 to the Alabama Constitution
 - (a) The governing body of any county, and **the governing body of any municipality** located therein, for which a local constitutional amendment has not been adopted authorizing any of the following, **shall have full and continuing power to do any of the following:**

.....

 - (3) Lend its credit to or **grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promotion the economic and industrial development of the county or the municipality.**

The constitutional grant to Alabama municipalities makes no distinction between existing and new businesses.

Incentives should be offered to an existing business having a significant positive effect on the Mountain Brook economy.



Example: Crestline Piggly Wiggly.

- The Pig projects to pay **\$300,000** more annually in sales tax than the expected tenant. The **present value** of \$240,000 lost annually is **\$6.12 million**. Assumptions: perpetuity, risk-free long term bond rate of 3.92%. Source: Forensic Strategic Solutions (Accountants).
- The Pig is a magnet and an anchor.
 - People shop for groceries and purchase other goods and services while in Crestline. Some come because of the Pig and stay for other necessities.

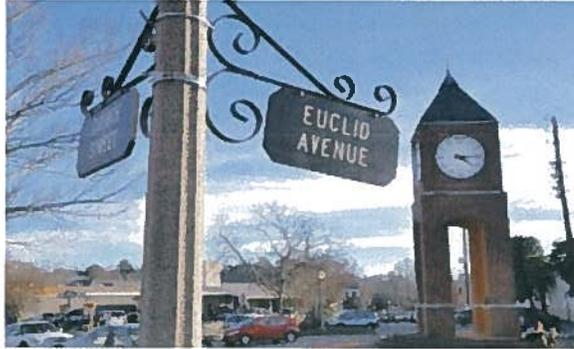
The Negative Ripple Effect

- The negative ripple effect of no grocery or Pig in Crestline is significant.
 - Without the Pig, consumers spend grocery dollars in Homewood and Birmingham. Same consumers spend discretionally on gifts, sporting goods, sundries, take-out, and gas in other cities.
 - The 50 Pig employees now shop Crestline. All of these sales will be lost.
 - The 12 Crestline restaurants lose their source for food and supplies, and the City loses revenue to Birmingham's Winn Dixie and Publix.
 - The Pig feeds the employees and "guests" of the City's Justice Center.

The City has the option to offer different incentives individually or in combination.

- The City has many alternatives regarding economic incentives: (a) sales tax rebate; (b) loan; (c) loan guaranty; and (d) fund the renovation.
- Follow precedent. Set a threshold for sales tax revenue from the Pig. All excess sales tax revenue is shared 50-50 between the City and the Pig for the Pig to use to make landlord's required renovations or for reasonable and necessary expenses.
- All incentives are more financially advantageous to the City than the projected loss of sales tax revenue from the Pig's departure.

Keeping our existing businesses boosts morale, provides a safe haven for children to shop and to work, and maintains the character and personality of the place we choose to call home.



- ✦ The City's residents, taxpayers, voters, and visitors love the pig.
- ✦ The Pig was recognized by the Birmingham News as one of our area's most popular groceries, maybe the most popular.
- ✦ The Pig is where we know our children are safe.
- ✦ The Pig assists and protects our elderly
- ✦ The Pig is the first employer for many of our children and those with special needs.
- ✦ The Pig is where Crestline is transformed from houses and busy people to a community.

The Warmth of the Pig

- It is the Pig that supports our school and church charities.
- Everyone knows your name at the Pig.
- Many of the employees are like family and have watched the boys and girls of this community grow into men and women.
- The Pig is our icon, not a mammoth statue, not a bridge, not a river, but a grocery store, and we're proud of it.
- Everyone has a special story about the Pig.

RECENT CITY INCENTIVES

\$501,676	Publix Overton Village
\$687,500	Piggly Wiggly River Run
\$4,900,000	Cahaba Village-Whole Foods
\$14,000,000	Lane Parke

APPENDIX 8

Facebook Comments

Stott Noble:

"Mr. Bailey gave me my first job at the Pig. I think I did every job in that store except cut meat by the time I left for college. I still rely on lessons learned from Mr. Bailey, Mr. Stanley, Mr. Bob and Andy (He wasn't old enough back then to have earned a "Mr.")." on

James Mason:

"We walk to the Pig several times a week and will hate to see it go."

Mary-Hassell Marcus Petty:

"...remember walking there when my grandparents needed something."

Alison Siegal:

"My grandparents have been going there for 50 years."

Magaret Favrot Cross:

"My son just sold Boy Scout popcorn out front last week..."

Facebook Comments

Sally Bergquist:

"This morning at 6:05 pm while power walking with a friend I fell and cut my chin (and later found out I cracked my jaw). We hobbled over to the closed Pig with a bloody chin and knocked on the door. 4 wonderful men came to my rescue with ice, towels, and a call to Greg to come pick me up! Where but the Pig would there be such willing saviors!"

Katrina Mayberry DeMedicis:

"When I lost my oldest child, this sweet group of wonderful people, sent a card signed by the employees. Sometimes I stop by just to see their smiling faces. I feel like they are as important to us as our Librarian, Ms. Kat."

Annette Merrill Linder:

"Just last night I took a lady home from church, she ask would I let her stop by the Pig and pick up her groceries. When we got there I ask for her list as she was on a walker, and she said she had called it in all I needed to do was pick it up. Now who else would do that this day and time?"

Petition Comments

Robley Hood:

"A locally owned grocery within walking distance.... making Crestline a true village."

Josephine England Redd:

"My mother.....lived alone, the pig let her help(er) shop for her & billed her..."

Cami Tracy:

"I buy my meat there every week and I live in Montgomery."

Ging Cooper

"I vividly remember shopping with my great-grandmother as a little girl. To her last mobile day, the Crestline Pig was the only grocery store she would set foot in."

Bonnie Atchison:

"When my children were small, I could send them to the Pig and they were helped by caring employees."

Katherine Berdy:

"...last 10 years of my grandmother's life her singular daily outing was to The Pig....she enjoyed shopping there.... went every day for the love & friendship she shared with the employees."

Ann Goldstein:

"...remember my dad telling me that after my mom died....shopping at Pig ...employees would call him by name and take his grocery list....get the items and put them in cart for him..."

Petition Comments

Eric Goldis:

"...a very strong support of Temple Beth El over the past 4 years and has been the Title Sponsor of our annual event, 'When Pigs Fly Kosher BBQ'."

Shirley Tomlin:

"As the grandmother of an autistic child, I appreciate the Pig supporting people with disabilities by providing them jobs....independence is so necessary to their fundamental needs."

Paulette Gary:

"It provides a safe haven for our children who learn good work ethics from fine store managers-their mentors. Many of our elderly shop at the Pig because the store is not too large. Some come to shop with their caregivers and are always greeted by a friendly employee who knows them by name."

Holly Massey:

"It's the only store my 92 year old father can get to. There is no other grocery near him."

Lisa Lewis:

"Two of my children worked there. IT hires locals and is a part of our family."

Carl Smith:

"I travel from the Highland Park neighborhood to shop at The Pig..."

Nancy Nagrodzki:

"Piggly Wiggly has been an important part of Crestline Village...not just for groceries, but as a supporter of local causes. It is an integral part of what gives Crestline Village a unique feeling...a safe and caring community."

Petition Comments

Marjorie White:

"A village, by definition, provides services to its surrounding community. An essential service is a grocery..."

Carolyn Neiman:

"... (4)...the anchor of the shopping village, drawing customers to other shops there. (5) Crestline and Mtn. Brook have what people in other cities long for -- losing our grocery store would be a MAJOR blow to our livability."

Laura Culpepper:

"My brother, who has autism, has been working here for many years. He does a great job and there is no telling when or how he would get another job if he lost this one."

Rachel Oser:

"My children have grown up being able to walk to the store safely to get groceries or meet friends. It is what makes Crestline unique."

Julia and David Buzzard:

"We love being able to walk to the Piggly Wiggly. The location was a factor in our decision to purchase a house in the area."

Thomas Homsby:

"I personally have been affected by this store through my Eagle Project and it is a place that certainly means a lot to me."

Petition Comments

Crawford Hoke:

"...it was my first job EVER as a bagboy when I was 15. It was also my younger brother's first job. ...the Pig is not only a safe, courteous, and convenient place to shop but it has graciously given many young men and women their first opportunity to learn work ethic, be responsible, and earn ... good money for a 15 year old!"

Mary England Proctor:

"...part of our childhood... and it was so good to my mother when she was old."

Babbie Shelton:

"We need a grocery store in Crestline, we need the tax base..."

Clara Wellons:

"...they helped my 96 year old parents get their groceries until they died..."

Sydney Smith:

"My Mother who is 90 years old lives there. Our family feels that she is safe and cared for when she shops at 'The Pig'. She knows the staff and they take great care of her."

Lisa Moore:

"...where young moms first learn how to fit a baby seat in a shopping cart... local Girl Scouts gather to sell cookies... grandparents walk the aisles with their grandkids... patrons find hot deli meals before work or after church....welcoming smiles make you feel good just for being there... family purchases countless bags of snacks and drinks for school, team celebrations, birthday parties and road trips."

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Petition Comments

Betty Sartin:

"...my friends who live out of town, take meat home from the pig!"

Heather McCalley:

"...city has spent thousands of dollars to make Mtn. Brook walkable. Don't make Crestline residents have to DRIVE to another municipality to reach the next closest grocery store."

K.S. Alton:

"A closing will effect many senior citizens who are unable to shop at another grocery."

Tanya Cooper:

"The Pig is the ANCHOR of our village. It is more than a grocery store and business. It is what makes our village special and is truly the heartbeat of Crestline Village... The Pig has trained many of our boys in the community to be young men through the bag boy position and has supported our community in probably every fundraiser that has come our way."

Jen Hood:

"In addition to the way I personally feel about the Crestline Pig (well stated in the petition), a locally owned and operated grocery within walking distance to a community makes a significant impact on the livability of this city. It is businesses like this that set Mountain Brook apart."

FACEBOOK COMMENTS

As of 9:10 AM 9-23-13

Sally BergquistThis morning at 6:05 pm while power walking with a friend I fell and cut my chin (and later found out I cracked my jaw). We hobbled over to the closed Pig with a bloody chin and knocked on the door. 4 wonderful men came to my rescue with ice, towels, and a call to Greg to come pick me up! Where but the Pig would there be such willing saviors!

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James Mason We walk to the Pig several times a week and will hate to see it go.

Mary-Hassell Marcus Petty remember walking there when my grandparents needed something.

Alison SiegalMy grandparents have been going there for 50 years.

Margaret Favrot CrossMy son just sold Boy Scout popcorn out front last week...

Lisa Harlan BelcherI was diagnosed with breast cancer in 2010. My Mom had just found out about it and she was in The Pig picking up some things she needed. Miss Arrelia sensed that something was wrong with her and asked her what was the matter. When my Mom told her, Miss Arrelia stopped what she was doing, grabbed her hands and began to pray for me.

Emily Menendezshopping there yesterday morning with my crew of 3 kids 4 and under and my son somehow left without one of his crocs.....the wonderful people at the Pig found the shoe, saved the shoe, knew who my mother in law was, took the time to ask her about the shoe, and made sure the shoe got to me!

Lawrence Wharton I also sell real estate and the Pig is the kind of lifestyle people are buying when they buy around here. You can go to the Pig and have left your purse or your wallet (both of these have happened at our house), by accident at home, and they will hold your ticket knowing you and knowing you will come back and pay.

Judy Harris Dyer-Wallace I'm not a resident but have been shopping in Crestline and at the Pig and other stores for over 35 years.....

Petition Comments

As of 9:10 AM 9-23-13

Robley HoodA locally owned grocery within walking distance.... making Crestline a true village

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