

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
OCTOBER 14, 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 14th day of October, 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
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

Absent: William S. Pritchard III

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

1. AGENDA

1. Alabama League of Municipalities Quality of Life Award application for our new Municipal Complex – Dana Hazen and Sam Gaston. (Motion No. 2013-156 was added to the formal agenda.)
2. Form committee to draft questions for residents' survey – Sam Gaston.
3. Appoint a member of the governing body to negotiate offer of property donation to the City. (Mayor Oden volunteered to contact the prospective donor.)
4. Fountain design and materials – Nimrod Long of Nimrod Long & Associates. (Council member Carter is to present the fountain plans to the donor's representative.)
5. Discussion about amending the City's publication requirements for certain public hearings (Exhibit 1).

The members of the City Council expressed general agreement with the modifications to the publication requirements. This matter will be considered again at the October 28, 2013 meeting.

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



Steven Boone, City Clerk

EXHIBIT 1

DRAFT

CITY OF MOUNTAIN BROOK, ALABAMA
RESOLUTION NO. 2013-__

WHEREAS, §11-52-77 of the Alabama Code sets forth the required procedure for the passage of ordinances concerning zoning; and

WHEREAS, said Code section provides in pertinent part as follows:

No ordinance shall be passed by any municipal corporation under the authority of this article unless and until the proposed ordinance has been published . . . at least 15 days in advance of its passage and in a newspaper of general circulation published within the municipality, or, if there is no such newspaper, then by posting the proposed ordinance in four conspicuous places within the municipality . . .

ALA. CODE §11-52-77 (1975); and

WHEREAS, according to said code section, if there is no newspaper of general circulation published within the City of Mountain Brook, the City's statutory notice obligations with regard to zoning ordinances or amendments thereto are satisfied by posting the ordinance in four conspicuous places; and

WHEREAS, the Attorney General has determined as follows with regard to the publication of newspapers:

A newspaper is published at the place where it is entered in the post office and where it is first put in circulation and not at the place where it is printed. Furthermore, a newspaper is considered to be published at the location where it has its principal office and where its form and content are determined.

Whether a newspaper is entered in the post office and first put in circulation in that municipality so as to be "a newspaper of general circulation published in the municipality" is a question of fact to be determined by the city governing body.

Opinion to Honorable Patrick H. Boone, dated October 21, 2010, A.G. No. 2011-005 (internal citations omitted); and

WHEREAS, the *Birmingham News*, while a newspaper of general circulation in the City, is not published in the City of Mountain Brook, as it is not first placed into circulation in the City, nor is the principal office where its form and content are determined located in the City of Mountain Brook; and

WHEREAS, the City Council finds and determines that the *Birmingham News* is not a "newspaper of general circulation published within the municipality," and that there is no other such newspaper that satisfies the criteria in ALA. CODE §11-52-77 (1975).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook that, after due consideration, the *Birmingham News* shall not be considered as a newspaper of general circulation published within the municipality as contemplated in ALA. CODE §11-52-77 (1975).

BE IT FURTHER RESOLVED that, because there is no such newspaper of general circulation published within the municipality, the notice requirements concerning zoning ordinances may be satisfied by posting proposed zoning ordinances in four conspicuous places within the City or by other means permitted by law.

BE IT FURTHER RESOLVED that the City Planner and City Attorney are authorized and directed to review the Zoning Ordinance of the City and to present the Council with proposed changes to any article or

provision requiring notice by newspaper publication, which said changes shall eliminate any such requirement, consistent with the determinations set forth in this resolution.

ADOPTED: The ___ day of October, 2013.

Council President

APPROVED: The ___ day of October, 2013.

Mayor

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**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
OCTOBER 14, 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 14th day of October, 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
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

Absent: William S. Pritchard III

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the September 23, 2013 meeting of the City Council.

2013-146	Authorize the execution (renewal) of a guard service agreement for the City's Public Works facility.	Exhibit 1, Appendix 1
2013-147	Authorize the City Manager to offer continuing medical coverage to eligible employees (namely 20 years of City service at any age or 10 years of City service for ages 60 and over) who elect to retire between November 1, 2013 and June 1, 2014.	Exhibit 2, Appendix 2
2013-148	Authorize an amendment to the Flexible Benefit (Section 125 cafeteria) Plan required as a result of the Patient Protection and Affordable Health Care Act of 2010 with respect to the \$2,500 annual maximum limitation of reimbursements from the Health Flexible Spending Account.	Exhibit 3, Appendix 3
2013-149	Set a public hearing for Tuesday, November 12, 2013 to consider the adoption of an ordinance amending Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending the Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook).	Exhibit 4
2013-150	Authorize the execution of a change order [No. 19 (B&G #6)] with respect to the municipal complex construction project.	Exhibit 5, Appendix 4

2013-151	Set a public hearing for Tuesday, November 12, 2013 to consider the adoption of an ordinance amending the Cahaba Village Master Development Plan (to provide for additional surface parking).	Exhibit 6
2013-152	Approve the conditional use application submitted by PNC Bank for a service use in a Local Business District (former Leaf & Petal location of Mountain Brook Village).	Exhibit 7, Appendix 5
2013-153	Authorize the execution of an agreement between the City and The Mercer Group, Inc. with respect to an organizational and staffing study for the City's Parks and Recreation Department.	Exhibit 8, Appendix 6
2013-154	Accept the professional services proposal submitted by Nimrod Long & Associates with respect to the Safe Routes to Schools (SRTS) sidewalk construction project and authorize the City Manager to engage Nimrod Long & Associates for said work and to execute such other documents that may be determined necessary with respect to said engagement.	Exhibit 9, Appendix 7
2013-155	Award the (sole) bid for prepared food deliveries for the City jail inmates (Western Supermarkets, Inc.)	Exhibit 10, Appendix 8
2013-156 Motion	Authorize the Mayor's application to the Alabama League of Municipalities for the 2014 Quality of Life Award (municipal complex).	Appendix 9

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Carter. The minutes, resolutions, and motion were then considered by the City Council. Council member Vogtle seconded the motion to adopt the foregoing minutes, resolutions, and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

Council President Smith thereupon declared that said minutes, resolutions, and motion (nos. 2013-146 through 156) are adopted by a vote of 4—0.

2. 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 28, 2013, at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

3. 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. 2013-146**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract for security guard services at the City's Public Works facility, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney.

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2013-147**

BE IT RESOLVED by the City Council of the City of Mountain Brook ("City"), Alabama, that the City Manager is hereby authorized to offer to eligible City employees continuing health insurance benefits under the following conditions:

1. Eligibility - All currently engaged employees of the City including the Library, and Parks & Recreation departments who:
 - (a) have at least twenty (20) years of employment service with the City and are eligible to draw retirement benefits from the Retirement Systems of Alabama (RSA), or
 - (b) have at least 10 years of employment service with the City, are at least age 60, and are eligible to draw retirement benefits from the RSA, and
 - (c) retire from service during the period of November 1, 2013 through ~~May~~ June 1, 2014, provided that the eligible employee gives written notice at least 31 days prior to their retirement date.

2. Insurance Coverage - Each eligible employee electing to retire must be enrolled in the City's group health insurance plan at the time of their retirement effective date and must meet all eligibility requirements established by the State Employees' Insurance Board (SEIB) for such coverage during retirement. Coverage under the City's group medical insurance plan will continue for the lesser period of:
 - (a) thirteen (13) years from the retirement date,
 - (b) until the Retiree becomes eligible for Medicare benefits (whether by age or disability),
 - (c) the date that the City no longer offers medical insurance to retirees, or
 - (d) until the retiree is determined to be no longer eligible for coverage under the City's group medical insurance plan.

The terms of coverage (benefits, cost for coverage, etc.) will be subject to change as the insurance plan changes for active employees under the health plan. Retirees are subject to health appraisals, lifetime aggregate health payment caps/limitations, and all other provisions currently required of all active employees and health plan participants and any that may be imposed in the future for active employees.

3. Premium Cost - The amount of a Retiree's premium to be paid by the City of Mountain Brook for individual or family coverage (last established by Resolution No. 11-125 dated August 22, 2011) is subject to change at the discretion of the City Council. The retiree's share of the premium is to be paid to the City in advance on or before the first day of each month. By retiring under the provisions of this resolution, the retiree understands that coverage under the City's group medical insurance plan is a privilege contingent upon timely payment to the City of the required premium. The City reserves the right to irrevocably cancel any retiree's medical insurance contract should payment not be received by the City as prescribed above.

4. Employees electing to retire under the provisions of this resolution (or Resolution No. 02-072) must execute the "City of Mountain Brook Medical Insurance Memorandum of Understanding and Participant Acknowledgement" attached hereto as Exhibit A.

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2013-148

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby ratifies the execution by the City Clerk of the Health Care Reform Amendment to the City of Mountain Brook Flexible Benefit Plan, in the form as attached hereto as Exhibit A, with respect to the \$2,500 annual maximum limitation of reimbursements from the Health Flexible Spending Account.

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2013-149

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 Tuesday, November 12, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Chapter 129 of the City Code by adding a new "Vine Street Transitional" zoning district and amending Article XXXI (Village Overlay Standards) and Section 129-416 (Advisory Design Review Required in the Villages of Mountain Brook).

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than fifteen (15) days prior to November 12, 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—93 Euclid Avenue, and The Invitation Place—3150 Overton Road, the following notice concerning both proposed actions in words and figures substantially as follows:

"PUBLIC HEARING

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Tuesday, November 12, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO.

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

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

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

SECTION 1. Chapter 129 of the City Code is amended to include the following new sections:

“ARTICLE _____ - VINE STREET TRANSITIONAL (VST) DISTRICT

Sec. 129-___ - Intent and Purpose.

The Vine Street Transitional (VST) District is intended to provide compact, appropriate-scaled buildings along the west side of Vine Street in Crestline Village for detached single family, attached single family (townhouse dwelling), professional and business offices and mixed use (residential above office). The district may be applied to sites which can establish an effective transition from the Local Business District in Crestline Village to adjacent residential neighborhoods and the Crestline Elementary School site. The district is intended to provide a high degree of pedestrian connectivity within Crestline Village to increase accessibility and patronage of businesses, and to enhance the pedestrian character of Crestline Village.

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

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

Sec. 129-___ - Permitted uses.

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

- (a) Detached single family dwellings;
- (b) Attached single family dwellings (townhouse dwelling units);
- (c) Professional offices;
- (d) Business offices;
- (e) Mixed use, with residential uses above office uses;
- (f) The uses in any of the above permitted uses may be condominium units;
- (g) Accessory structures and accessory buildings customarily incidental to the above permitted uses.

Sec. 129-___ . -- Area and Dimensional Requirements.

- (a) *Minimum dimensions of parcel.*
 - (1) Minimum area of parcel ... 7,500 square feet
 - (2) Minimum width of parcel at all points between the street line and the front setback line ... 50 feet
 - (3) Minimum number of feet of the parcel which must abut a street ... 50 feet
- (b) *Minimum yards and building setbacks.*
 - (1) Minimum front (primary) yard setback... 5 feet
 - (2) Minimum front (secondary) yard setback... 8 feet

- (3) Minimum rear yard setback5 feet
- (4) Minimum side yard setback
0 feet if party wall;
5 feet for end units, or a detached single family dwelling.
- (5) An enhanced primary entrance feature may extend up to 5 feet beyond the permitted and constructed front building line of the building provided that:
 - a. It occupies no more that 30% of the front façade (primary or secondary) of the lot;
 - b. It remains unenclosed, with no fixed windows or screens;
 - c. Any roof structure on or associated with the feature is up to one and one-half stories;
 - d. It is designed as an extension of the primary building using the same foundation, building materials, architectural styles and ornamentation as the primary building.

The front lot line shall be deemed to be the edge of the adjacent public right-of-way, or the edge of the adjacent sidewalk which is nearest the building, whichever is farther from the centerline of the such right-of-way.

(c) *Building limitations.*

- (1) Maximum building area ...

For detached single family dwellings: 60% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

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

For office and mixed use: 80% of the total area of the parcel, reduced by additional Open Space required by Section 129-554 for residential uses.

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

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

- (3) Maximum number of stories ... none
- (4) Maximum allowable density ... One dwelling unit per 2,500 square feet of land contained in the parcel
- (5) All rooftop equipment shall fall within the permissible roof heights, be located away from slopes or areas exposed to the public street, and otherwise be screened from view from adjacent public streets or be incorporated into the skin of the building or internal to the block.

Sec. 129-___ - Off-Street Parking.

- (1) Location of parking must be in accordance with Section 129-555 of the Village Overlay Standards.
- (2) Minimum off-street parking per dwelling unit: Two spaces.
- (3) Visitor and accessory parking for 2 or more attached single family dwellings; shall be one-half parking space per unit;
- (4) Surface parking, interior parking or parking structures for the dwelling units and for visitor or accessory parking shall meet the parking design and vehicle access limitations of Section 129-555 of the Village Overlay Standards.

Sec. 129-___. - Additional requirements.

(a) *Compliance with Village Overlay Standards.* All uses allowed in the VST District are excluded from the building type specifications in Section 129-553 of the Village Overlay Standards, but must otherwise conform to the remainder of the Village Overlay Standards in its entirety.

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

Sec. 129-___. - Master Development Plan.

Each application for Vine Street Transitional Zoning shall be accompanied by a Master Development Plan. The Master Development Plan shall contain the following information, in addition to the general requirements for a zoning amendment found in Article XXV of the City’s Zoning Ordinance:

A. Written documentation, including:

(a) A legal description and confirmation of current zoning of the subject property.

(b) The names and addresses of the applicant and owner of the property.

- i. If a corporation, the principal officers and members of the Board of Directors must be provided.
- ii. If a partnership or limited liability company, general and managing partners must be provided.

(a) A statement of development objectives to be achieved through the particular approach proposed by the applicant, including a detailed description of the character of the proposed development and its relationship to surrounding areas.

(b) The substance of covenants, easements, and other restrictions that will be imposed on the use of the subject property, structures, and other improvements.

(c) A statement describing how the proposed development will meet the objectives of the district and how it will minimize the impact of increased densities, both within the zone and for surrounding properties, and otherwise offset increased density.

(d) A written description of all efforts made to contact and discuss with neighboring residential property owners the proposed development, along with a general statement of neighborhood concerns and proposed actions to address said concerns.

B. A site plan, which shall include the following items, either on the site plan or on an accompanying document.

(a) North arrow, scale, size, boundary lines, and dimensions of the subject property;

(b) Means of access to and from the development, including a delineation as to how said access is to be provided (e.g., identification of easements, etc.);

(c) The areas to be devoted to each use if multiple uses are proposed;

(d) The location, size, and character of any common spaces and improvements identifying the nature and type of material for such improvements, if applicable;

- (e) Streets, driveways, and sidewalks;
- (f) A grading plan identifying existing and proposed contours;
- (g) A general landscape and buffer plan identifying the nature and type of materials proposed to be utilized;
- (h) An exterior lighting plan;
- (i) A preliminary drainage plan that indicates the location of proposed detention areas;
- (j) Location and identification of all utilities, easements, and fire hydrants;
- (k) General location of structures and the minimum floor area, height, and number of floors to be proposed in each dwelling;
- (l) A rendering generally describing the conceptual character of the development and of individual structures, including examples of architectural styles and types of building materials to be utilized;
- (m) Building setbacks from the boundaries of all property lines, proposed lot lines, public and private streets, and other buildings;
- (n) The number, location, and size of all parking spaces and the locations thereof relative to the streets and driveways that provide access to and from the development; and
- (o) Description of all paving materials for private improvements.

Sec. 129-____. - Review and approval process.

- a. Application process and preliminary conference.
 - i. Except as provided to the contrary in this ordinance, applications for zoning or rezoning property to the Vine Street Transitional (VST) classification shall follow the application procedures established for all zoning or rezoning applications.
 - ii. At least thirty (30) days prior to the first public meeting at which the proposed rezoning is to be considered, the applicant shall meet with the City's zoning officer to review the application and Master Development Plan and to discuss any revisions thereto that would, in the view of the zoning officer, bring the plan into conformity with applicable city codes and ordinances, including the zoning ordinance, and which would better meet the objectives of this ordinance.
 - iii. Following the aforementioned meeting and any revision to the plan agreed to as a result thereof, the application shall be set for consideration by the Planning Commission at the earliest practicable date, taking into account any notice and hearing requirements that must be met in connection therewith.
- b. *Review by Planning Commission.* The approval process shall comply both with procedures set forth in Article XXV of this chapter for a zoning amendment and any additional procedure required by this Article. After submission of a Master Development Plan by the applicant, the proposed Vine Street Transitional (VST) Zoning proposal shall be placed on an agenda of the Planning Commission for consideration. The Planning Commission shall hold a public hearing on the Vine Street Transitional Application and make a recommendation to the City Council thereupon in accordance with Article XXV, Section 19-25-1, of the Mountain Brook City Code. The Commission may consider all factors allowed by law in making its recommendation and should specifically consider the compatibility of the project with surrounding property, the impact of the project on surrounding uses, the conformity of the

project with the objectives of the City's Master Plan, and the purposes of the Vine Street Transitional District.

- c. *Review by and Final Action by the City Council.* Following action on the rezoning application by the Planning Commission, the Commission shall forward its recommendation and any accompanying report on the application to the City Council, along with the proposed Master Development Plan and any related documents. After providing notice of the proposed rezoning and a public hearing thereupon in the manner provided by the City Code and by applicable law, the City Council may approve the rezoning request (with accompanying master plan) as submitted, approve the rezoning request conditionally, amend and approve the rezoning request, or deny the rezoning request. In reviewing and acting on the rezoning request, the City Council may consider any factor permitted by law, and specifically the compatibility of the project with surrounding property, the impact of the project on surrounding uses, the conformity of the project with the City's master plan, and the purposes of the Vine Street Transitional District. In approving any application for Vine Street Transitional Zoning, the City Council may impose such terms, conditions, restrictions, or limitations as it deems reasonable, appropriate, and necessary to meet the objectives of this ordinance or to protect and promote the health, safety, and welfare of the City of Mountain Brook.
- d. *Binding Effect of Approved Master Development Plan.* The Master Development Plan that is required to be submitted with an application for zoning or rezoning shall be deemed an integral and essential element of any zoning or rezoning approved hereunder; and the plan, if and as modified and approved by the City Council, shall be binding on the property and any subsequent development thereof unless and until the property is subsequently rezoned or modified in the manner prescribed by law; provided, however, that in order to accommodate such minor adjustments to the approved Master Development Plan as may be required by engineering or other circumstances unforeseen at the time of its approval by the City Council, the City's zoning officer is authorized to approve alterations to the Master Development Plan which, in his opinion, are incidental or minor in scope, and which maintain the intent and character of the approved Master Development Plan; further provided that, as an overlay district, approval of a Vine Street Transitional Zoning classification shall not preclude use or development of property that is permitted under its underlying zoning classification.

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

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

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

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

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

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

The boundaries officially approved for the Village Overlay Standards, as specified above, are adopted herein by reference, and shall become a part of Official Zoning Map of Mountain Brook as defined in Section 129-17 of the Zoning Ordinance.”

SECTION 4. Section 129-551(d) of the City Code is hereby amended as follows:

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

SECTION 5. Section 129-552 of the City Code is hereby amended as follows:

“(d) Vine Street Transitional District Uses. There is no specified building type for uses on lots zoned Vine Street Transitional District in the Village Overlay area: proposed building plans are subject to review by the Planning Commission and Village Design Review Committee for compliance with the VST District regulations, the Village Master Plan, the Design Guidelines and intent and purposes of the base zoning district and this Article.”

SECTION 6. Section 129-553(b) of the City Code is hereby amended as follows:

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

SECTION 7. Section 129-553 of the City Code is hereby amended/corrected as follows:

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

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

SECTION 8. Section 129-416(a) of the City Code is repealed and replaced with the following:

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

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

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

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

Section 11. The effective date of this ordinance shall be November 18, 2013.'

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

EXHIBIT 5

RESOLUTION NO. 2013-150

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of [Brasfield & Gorrie] Change Order No. 6, 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 municipal complex construction project.

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2013-151

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Clerk is hereby authorized and directed to cause to be published not less than twenty-two days prior to the 12th day of November, 2013, by posting in four conspicuous places within the City of Mountain Brook as follows: City Hall, 56 Church Street, Gilchrist Pharmacy, 2805 Cahaba Road, Piggly Wiggly, 93 Euclid Avenue, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

"NOTICE OF PUBLIC HEARING

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Tuesday, November 12, 2013, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

‘ORDINANCE NO.

**AN ORDINANCE TO AMEND THE CAHABA VILLAGE MASTER DEVELOPMENT PLAN TO
CONSTRUCT ADDITIONAL SURFACE PARKING**

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

Section 1. Development Standards. The Master Development Plan and the materials submitted by the applicant, as required by Section 129-234 of the Mountain Brook City Code, as approved upon the adoption of Ordinance 1642, and amended by Ordinances 1757 and 1792, are hereby amended to include the changes set forth in the Amended Master Development Plan Application, dated October 3, 2013, which is approved herewith, made a part hereof, and specifically incorporated herein by reference, said Plan and materials constituting regulatory standards for use of the subject property, subject to further modification only as provided for in Article XIV, Chapter 129 of the Mountain Brook City Code.

Section 2. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

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

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

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

To view the proposed Amendment to the Master Development Plan for Cahaba Village, please go to:
www.mntbrook.org

- Departments
- Planning
- Pending/Recent Planning Commission Agendas & Cases
- Planning Commission Agendas and Cases (October 7, 2013)
- Case 1891

For inquiries, please contact Dana Hazen at 802-3821 (hazend@mntbrook.org).

EXHIBIT 7

RESOLUTION NO. 2013-152

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application submitted for a PNC Bank to be located at 2817 Culver Road, subject to the condition that any establishment of a drive-through be approved by the Planning Commission.

APPENDIX 5

EXHIBIT 8**RESOLUTION NO. 2013-153**

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 The Mercer Group, Inc., in the form as attached hereto as Exhibit A, for their management and organizational study of the City's Parks and Recreation Department.

APPENDIX 6

EXHIBIT 9**RESOLUTION NO. 2013-154**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby accepts the professional services proposal submitted by Nimrod Long & Associates, in the form as attached hereto as Exhibit A, with respect to the Safe Routes to Schools (SRTS) sidewalk construction project; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to engage Nimrod Long & Associates for and on behalf of the City of Mountain Brook, Alabama for said work and to execute such other documents that may be determined necessary with respect to said engagement all subject to review by the City Attorney.

APPENDIX 7

EXHIBIT 10**RESOLUTION NO. 2013-155**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the [sole] bid for the purchase and delivery of prepared inmate meals is hereby awarded to Western Supermarkets, Inc.

APPENDIX 8

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ALABAMA

CITY OF MOUNTAIN BROOK,

By: Lawrence T. Oden
Lawrence T. Oden
Its Mayor

AGREEMENT BETWEEN LYNN MARIE GRAY
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA

ATTEST:
By: Steven Boone
Steven Boone
Its City Clerk

WHEREAS, since 1997, the City of Mountain Brook, Alabama has contracted for security services for the City Public Works Property ("Property") in return for compensation and residential accommodations on the Property for said contractor;

Dated this 14th day of October, 2013.

NOW, THEREFORE, the parties, the City of Mountain Brook, Alabama ("City") and Lynn Marie Gray ("Guard"), do hereby enter into this Agreement on the following terms and conditions:

By: _____
Lynn Marie Gray
Contractor

1. Residential Accommodations. The City owns and maintains a single family residential dwelling ("House") on site at the City's Public Works Facility, which is located in Jefferson County, Alabama. Guard shall live in the House situated on the City's Public Works Property, as part of the services and consideration provided hereunder. Guard shall not be obligated to pay any rent for the use of the House, but shall keep the House in a neat, clean and orderly manner, maintaining it in good condition, reasonable wear and tear excepted. The City shall maintain the House in good repair, at its expense, except that Guard shall be responsible for the repair of any damage that she, her agents, guests and invitees may cause to the House by willful acts or negligence. The City shall have access to the House at reasonable times to perform inspections, maintenance or repairs. The City shall pay the cost of all utilities, except for long distance telephone charges, which Guard shall pay.

ATTEST:
By: _____
Witness

Dated this ____ day of October, 2013.

2. Security Services. Guard shall provide security for all City property at the Public Works location and keep records of daily activities. Her duties shall include checking the two gates (the vehicle gate and the personnel gate near the employee parking area) from time to time between the hours of 4:30 p.m. and 6:00 a.m., Monday through Friday, and any time the City's Public Works Department ("Public Works") is not open, to ensure that the gates are secured. The hours of operation of Public Works are from 6:00 a.m. to 4:30 p.m., Monday through Friday, except normal holidays. If Guard sees any vehicles or other suspicious activity at or around the Property at any time, she shall promptly notify the City's Police Department by telephone. The presence of vehicles belonging to the City, the Jefferson County Sheriff's Department, or to citizens utilizing the recreational fields on the Property during the time the fields are open need not be reported.

3. Substitute. If Guard is unable to perform her duties, or must be away from the House during any time when Public Works is not open, Guard shall provide a responsible, adult substitute who shall perform the duties until such time as Guard is able to resume same. The City shall not be obligated to compensate the substitute. If a substitute is needed, Guard must notify the City in writing and obtain prior written consent from either Darren Davis or Ronnie Vaughn.

Agreement Between Lynn Marie Gray
And the City of Mountain Brook, Alabama
Pages 1 of 3 Pages

Agreement Between Lynn Marie Gray
And the City of Mountain Brook, Alabama
Pages 3 of 3 Pages

APPENDIX 1

4. Compensation. The City shall pay Guard the sum of four hundred twenty-one and 38/100 dollars (\$421.38) biweekly, which shall be payable on alternating Fridays. Guard shall begin performing services on October 1, 2013, and the first payment shall be due on October 11, 2013. Each biweekly performance period shall end on the Monday preceding the biweekly Friday payment. Said payment shall not be considered as wages, however, said compensation shall be subject to federal backup withholding unless directed otherwise as indicated by Guard's completion of a Federal W-9 form.

5. Relationship of Parties. City and Guard agree and acknowledge that Guard is an independent contractor and is not an employee of the City. Guard shall be solely responsible for her own taxes, insurance, retirement and benefits, and shall not be entitled to life insurance, health insurance, retirement or any other benefits offered by City to its employees or to which City employees are entitled. No employment relationship whatsoever shall be created or inferred as a result of this Agreement.

6. Duration. The duration of this Agreement shall be for a three (3) year term ending on September 30, 2016. Upon the expiration of the agreement, it shall renew automatically for an additional twelve (12) month period, unless either party notifies the other party thirty (30) days prior thereto that the party has elected not to renew the Agreement. Otherwise, either party may terminate the Agreement, with or without cause, upon ninety (90) days' written notice to the non-terminating party.

7. Assignment. Guard shall not assign her rights hereunder without prior written consent from the City. Guard shall not sublet the premises or permit anyone else to occupy the House without specific written consent from City. In the event that Guard, due to circumstances beyond her control, must assign her obligations hereunder for an extended period of time to a substitute, she must notify the City in writing and obtain prior written consent therefrom. In such an event, unless otherwise agreed, the City shall continue to compensate Guard, and Guard shall be solely responsible for any and all remuneration paid to the substitute(s) for any services performed on her behalf.

8. Notice. Any notices required or permitted under this Agreement shall be in writing. Any such notice shall be deemed effectively given when personally delivered or three (3) days after being mailed by U.S. mail, postage prepaid, and properly addressed to the respective party to whom such notice relates, at the address set forth below or at such different address as shall be specified by notice in the manner herein provided.

City of Mountain Brook
c/o Mr. Sam S. Gaston, City Manager
56 Church Street
Mountain Brook, Alabama 35213

Lynn Marie Gray
3575 East Street
Birmingham, AL 35243

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the dates set forth below.

Dated this ____ day of October, 2013.

Agreement Between Lynn Marie Gray
And the City of Mountain Brook, Alabama
Pages 2 of 3 Pages

**CITY OF MOUNTAIN BROOK RETIREE MEDICAL INSURANCE
MEMORANDUM OF UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT
(Resolution No. 10-090 Adopted June 14, 2010)**

Whereas, the City of Mountain Brook, Alabama ("the City") offers qualifying employees that wish to retire access to the City's group medical insurance plan; and

Whereas, the City of Mountain Brook has adopted Resolution No. 02-072 making such continuing medical insurance offer open-ended (unless repealed by formal City Council action) for those employees of any age with at least 30 years of employment service with the City or for those employees age 60 and over with at least 15 years of employment service with the City; and

Whereas, periodically the City of Mountain Brook considers opening windows of opportunity for employees to retire and participate in the City's group medical insurance plan for employees of any age with at least 20 years of employment service with the City or for those employees age 60 and over with at least 10 years of employment service with the City; and

Whereas, employees that elect to retire and to participate in the City's group medical insurance plan do so with the following understandings and stipulations:

1. The duration of retiree medical insurance coverage shall last from the date of retirement until the following [earliest] date or event: a) thirteen (13) years from the date of retirement, b) until the retiree becomes eligible for Medicare coverage whether such entitlement is occasioned upon the retiree's age or disability, c) the date that the City no longer offers medical insurance to retirees, or d) the date that retiree medical insurance coverage is no longer offered by the City's medical insurer.
2. Retirees who, by whatever occasion, become eligible for Medicare coverage are required to notify the City of such eligibility so that participation in the City's group medical insurance plan may be cancelled (subject to applicable COBRA or similar laws). Failure by a retiree to notify the City of such Medicare eligibility exposes said retiree to substantial financial loss as coverage under the City's group medical insurance plan is cancelable retroactively to the date of Medicare eligibility regardless of when such eligibility is ultimately discovered or whether the retiree elects at the time of eligibility to opt out of the Medicare program.
3. Retirees are required to pay (in advance on or before the first day of each month) a portion of the retiree medical premium. Failure on the part of a retiree to pay such monthly medical insurance premiums, for whatever reason, or retirees who are habitually late in paying their medical premiums to the City is sufficient cause for the City to cancel such retirees' medical insurance coverage. Once a retirees' medical insurance coverage is cancelled, such coverage may not be reinstated.

EXHIBIT A

11-116

**RETIREE MEDICAL INSURANCE MEMORANDUM OF
UNDERSTANDING AND PARTICIPANT ACKNOWLEDGMENT**

4. The retirees' portion of the medical insurance premium is determined by the City and is subject to change periodically. Generally, retiree premiums are set by the City in September for the upcoming fiscal year (October through September). However, more frequent retiree premium changes may be imposed at the sole discretion of the City Council.
5. Currently, the City offers medical insurance coverage through the Local Government Health Insurance Plan (LGHIP) sponsored by the State Employees' Insurance Board (SEIB). Generally, SEIB establishes LGHIP benefits (including, but not limited to, deductibles, co-payments, covered services, hospital and physician networks, etc.) in August with an effective date of implementation on the following January 1. However, the benefits inherent in the LGHIP plan are subject to change at the sole discretion of the SEIB.

As evidenced by my signature below, I hereby profess and proclaim the following:

1. I have read and understand the aforementioned summary provisions of the City's group medical insurance plan with respect to my participation as a retiree of the City.
2. I understand that it is my sole responsibility to read and understand the administrative rules and other official literature concerning the LGHIP distributed by SEIB and that, should any provision of said literature conflict with any provision contained hereinabove or with any other statements (written or verbal) made by the City or an official thereof, the SEIB policies and regulations shall prevail.
3. The City of Mountain Brook shall not be responsible for any financial or other loss that I may suffer as a result of a) my participation in the City's group medical insurance plan made available to me as a retiree or b) the subsequent cancellation of my coverage under said plan for cause as determined by SEIB or the City.

By: _____
(Employee signature)

(Printed name)

Date signed: _____

Effective date of retirement: _____

EXHIBIT A

11-116

**HEALTH FLEXIBLE SPENDING ACCOUNT
HEALTH CARE REFORM
AMENDMENT TO THE**

(THE "PLAN")

The following Amendment is made to reflect the provisions of the Patient Protection and Affordable Health Care Act of 2010, the Health Care and Education Reconciliation Act of 2010, and all regulations and agency guidance issued thereunder.

The Plan is hereby amended as follows:

1. Flexible Spending Account Maximum (effective for the first Plan Year beginning after December 31, 2012). Notwithstanding any provision of the Plan to the contrary, the maximum limitation on reimbursements from the Health Flexible Spending Account is reduced to \$2,500 for any Plan Year.
2. The remaining provisions of the Plan shall remain unchanged.

IN WITNESS WHEREOF, an authorized representative of the Plan's sponsor has caused this Amendment to be executed as of the date set forth above.

CITY OF MOUNTAIN BROOK, ALABAMA

By: *[Signature]*

Date: 10/14/2013

Its: Mayor

**SUMMARY OF MATERIAL MODIFICATIONS
RELATING TO HEALTH CARE REFORM MODIFICATIONS
TO THE HEALTH FLEXIBLE SPENDING ACCOUNTS
IN THE**

(THE "PLAN")

You have previously been provided with a copy of the Summary Plan Description for the Plan. This Summary of Material Modifications summarizes certain changes that have been made to the Plan.

The following changes are effective as of the first day of the first Plan Year beginning after December 31, 2012 and are mandated by the provisions of Health Care Reform applicable to the Health Flexible Spending Accounts offered under the Plan.

The maximum limitation on reimbursements from the Health Flexible Spending Account is reduced to \$2,500 for all Plan Years.

Should you have any questions about these changes, please see or call Amy Stephens at 802-3822.

PROJECT No. 09-040

City of Mountain Brook Municipal Complex

Chubb Surety POWER OF ATTORNEY Federal Insurance Company Attn: Surety Department 18 Mountain View Road Warren, NJ 07059

CONTRACT CHANGE ORDER

Change Order No. 19 (BAG #6) Date October 7, 2013 Project No. 09-040

TO: (Contractor) Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 PROJECT: City of Mountain Brook Municipal Complex

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated: 6/8/13

FURNISH the necessary labor, materials, and equipment to: (Description of work to be done or changes to be made.) incorporate the following:

- Attached Summary with Cost Breakdown \$ 307,663

Table with 2 columns: Description and Amount. Rows include ORIGINAL CONTRACT SUM (\$12,175,000.00), NET TOTAL OF EXECUTED CHANGE ORDERS (1-19) (\$6,853,017.00), PREVIOUS REVISED CONTRACT SUM (\$19,028,017.00), THIS CHANGE ORDER WILL INCREASE/DECREASE THE CONTRACT SUM BY (\$307,663.00), REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER (\$19,335,680.00)

EXTENSION OF TIME resulting from this Change Order None (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

CONTRACTING PARTIES

Federal Insurance Company "AND" Travelers Casualty and Surety Company of America

Brasfield & Gorrie, LLC

By: Chris Muscolino (Black curved Power of Attorney) Attorney-In-Fact

By: [Signature] Mayor

By: [Signature] RECOMMENDED (REVIEWED FOR TERMS 6/8/13)

By: [Signature] Lawrence T. Oden Mayor

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do hereby constitute and appoint Mary Ibell, Chris Muscolino, Suzi Philpot, Shelby Turnbough and James B. Willford of Birmingham, Alabama

such as their true and lawful Attorney-In-Fact to execute under such designations in their names and to take their corporate seals and deliver for and to their behalf as every power or authority, bonds and underwritings and other writings obligatory in the nature thereof (either then last binding given or executed in the course of business, and any instrument recording or affecting the same, and coming to the notification or attention of any instrument referred to in said bonds or underwritings

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attached these presents and their corporate seals on this 28th day of January, 2013.

STATE OF NEW JERSEY County of Somerset On the 28th day of JANUARY, 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chouros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and she said Dawn M. Chouros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were issued by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by the authority and that she is acquainted with David B. Harris, Jr. and knows him to be Vice President of said Companies; and that the signature of David B. Harris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Harris, Jr. and was lawfully subscribed by authority of said By-Laws and in dependent presence.

KATHERINE J. ADELAAR NOTARY PUBLIC OF NEW JERSEY No. 2316483 Commission Expires July 14, 2014

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY: "All powers of attorney for and on behalf of the Company may be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be utilized by itself or in conjunction with any power of attorney or to any certificate of authority or other writing obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seals shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signatures and facsimile seals need not be valid and binding upon the Company with respect to any bond or underwriting to which it is attached.

I, Dawn M. Chouros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that: (1) the foregoing extract of the By-Laws of the Companies is true and correct, (2) the Companies are duly formed and authorized to transact business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, Author, Postoffice and Marshal and licensed in Puerto Rico and the U.S. Virgin Islands, and Federal Reserve Bank in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and (3) the foregoing Power of Attorney is true, correct and in full force and effect.

GIVEN under my hand and seals of said Companies of Warren, NJ 07059 7th day of October, 2013

Chubb Surety, Federal Insurance Company, Vigilant Insurance Company, Pacific Indemnity Company logos and signature of Dawn M. Chouros.

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY TELEPHONE (800) 903-3483 Fax (800) 903-3458 e-mail: surety@chubb.com

Form 15-10-02230-U (04.5-03) CONSENT

Table with columns: Item Number, Description, Value, and Total of Pending Change Order Requests (\$ 307,663). Rows include items like Drive Instructions at Command Desk, Secret Misc Allowance, etc.

POWER OF ATTORNEY form for TRAVELERS. Includes Farmington Casualty Company, Fidelity and Guaranty Insurance Company, and St. Paul Mercury Insurance Company. Certifies No. 005582492. Signed by Robert L. Raay, Senior Vice President.

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

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

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as he or her certifies of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointees and revoke the power given him or her; and it is

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

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

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 7th day of October, 2013.

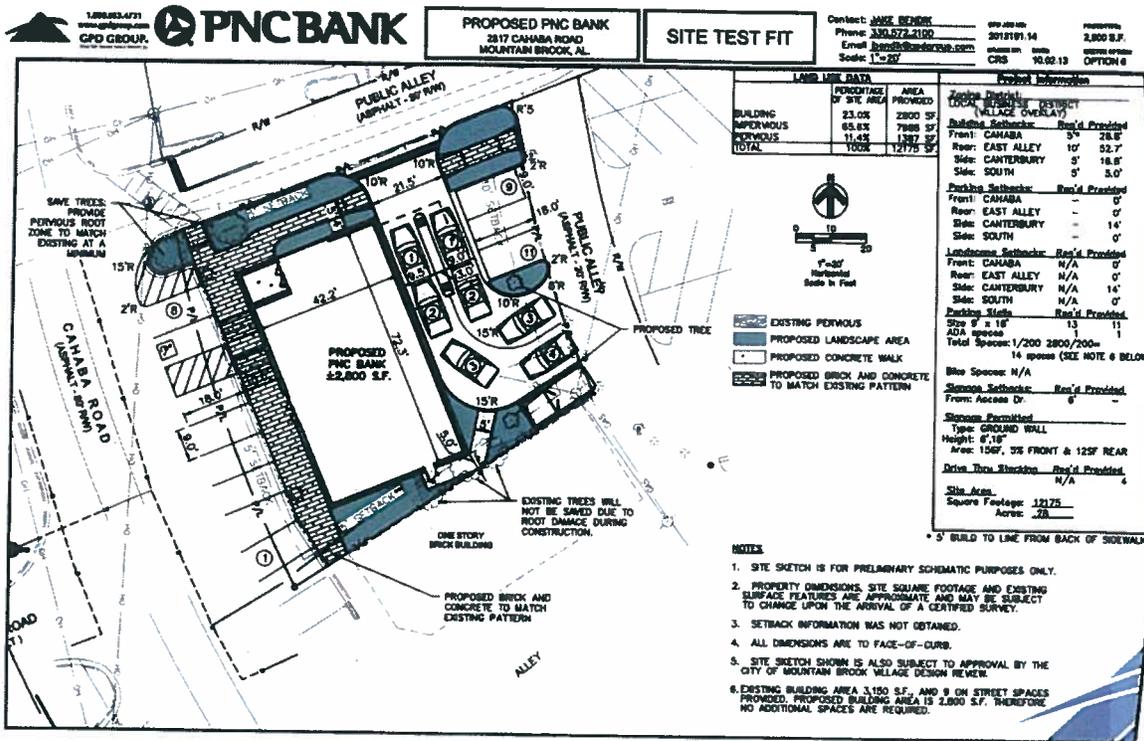
WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

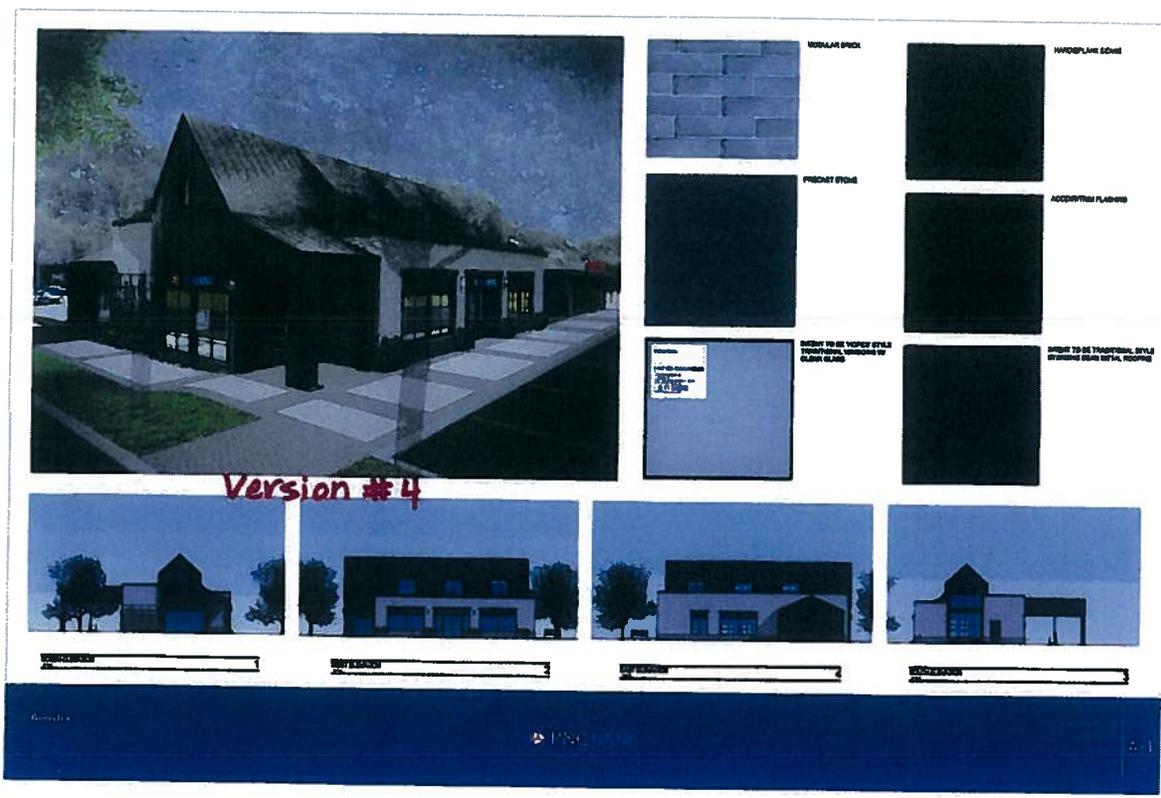


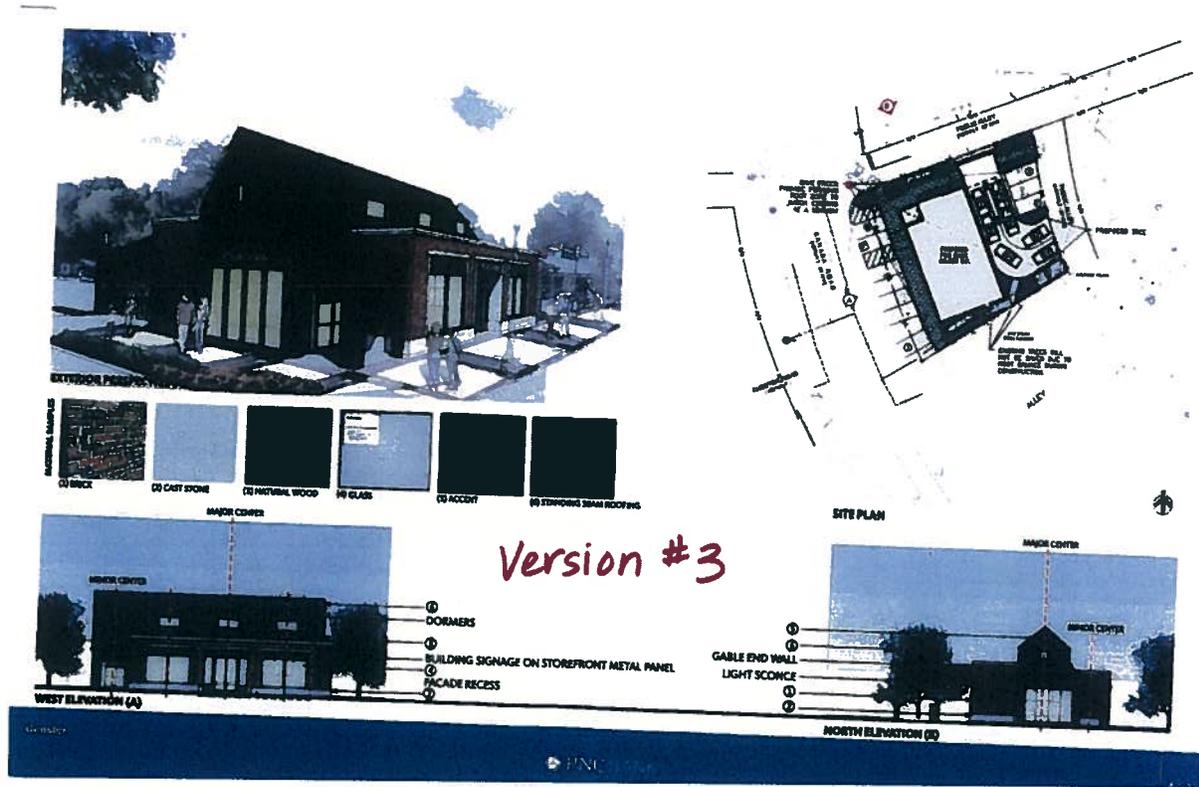
To verify the authenticity of this Power of Attorney, call 1-800-421-3180 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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



APPENDIX 5





Version #3

APPENDIX 5



NORTH ELEVATION 1



WEST ELEVATION 2

Version #2



See Model

Version #1



APPENDIX 5



2013-152

CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.3532
Fax: 205.879.6913
www.mtnbrook.org

DATE: October 10, 2013

TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Conditional Use – PNC Bank at Leaf & Petal site in Mountain Brook Village -2817 Cahaba Road

The proposed use is a PNC Bank. A new, one-story, 2,800 square-foot building is proposed. Fourteen (14) on-site parking spaces would be required for this square footage; however the Village Overlay Standards allow non-conforming commercial buildings to be replaced with the same on-site parking, as long as the square footage of the new building is the same or less than the previous building. In this case, the new building is smaller than the Leaf & Petal building, and the same number of on-site parking spaces is being provided: three in the rear (private property) and nine along Cahaba Road (the right-of-way line bisects these).

Staff review of the attached site plan indicates conformance with code requirements for the layout and design of the parking spaces and the access (ingress, egress and parking setbacks). Building setbacks, lot coverage and height limit appear to conform as well. The applicant is working with VDR (having been to the meetings of August 21st and September 16th) and is taking a fourth version of the plans to VDR on October 16th (all four versions of the elevations are attached).

A request for approval of a drive-through will be on the November 4, 2013 Planning Commission agenda.

Below is a statement from the applicant:

"In regards to the property at 2817 Cahaba Road, PNC Bank is seeking Council approval for a conditional use (bank) within the Mtn. Brook Village Overlay. Additionally, PNC Bank is seeking approval of a drive-through from the Planning Commission. Site Plan and building renderings & elevations have been submitted to Village Design Review Committee. The process is still ongoing, but favorable feedback has been received. The final form of the building is nearing approval.

Following are details about the bank's proposed operations: At the peak hour there will be 6 employees. PNC does not provide on-site parking for the employees as policy. Employees will be expected to park in the village perimeter parking. The two existing trees along Cahaba are intended to remain. The three trees on the southeast portion of the site cannot be saved due to impact to the root zone during construction. There is a minimum of three car stacking at the drive through, and should be sufficient based on projections of transactions.

*Thank you, Jake P. Bendik, P.E. LEED AP BD+C
Project Coordinator*

The zoning ordinance requires council approval of service uses as a conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.



The Mercer Group, Inc.

Consultants to Management

1000 Whitlock Avenue
Suite 320-129
Marietta, Georgia 30064
Phone 770-425-1775
Fax 770-425-8561
www.mercergroupinc.com

September 1, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
Via Email

Dear Sam:

As requested, enclosed is The Mercer Group, Inc.'s proposal to perform a Management and Organizational Study of City's Parks and Recreation Department. As you already have our Clients/Projects List and Resumes from the Public Works Study, I only am sending the text of the Parks and Recreation proposal.

Because I have a hole in my consulting schedule, I'm ready to start the project now, which would carry on the momentum from the Public Works study.

If you have any questions or need additional information, please call me at 770-425-1775 or email me at segan@mercergroupinc.com

Very truly yours:

Steve Egan

THE MERCER GROUP, INC.
Stephen D. Egan, Jr., Senior Vice-President
Project Manager and Lead Consultant

Copy: Jim Mercer, President and CEO

CITY OF MOUNTAIN BROOK, ALABAMA

MANAGEMENT AND ORGANIZATIONAL STUDY OF THE CITY'S PARKS & RECREATION DEPARTMENT

PROPOSAL

THE MERCER GROUP, INC.

1000 Whitlock Avenue
Suite 320-129
Marietta, Georgia 30064

770-425-1775 Phone
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September 1, 2013

APPENDIX 6



The Mercer Group, Inc.

Consultants to Management

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Marietta, Georgia 30064
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www.mercergroupinc.com

September 1, 2013

Mr. Sam Gaston
City Manager
City of Mountain Brook
City Hall
3928 Montclair Road
Mountain Brook, Alabama 35213

VIA EMAIL

Dear Mr. Gaston:

The Mercer Group, Inc. is pleased to present our Proposal to perform a Management and Organizational Study of the City's Parks and Recreation Department.

Our proposal is based on our recent conversations and is structured like the proposal for our recent study of the Public Works Department. The proposal includes the following chapters:

- I. UNDERSTANDING OF THE PROJECT
- II. SUMMARY OF OUR APPROACH
- III. WORK PLAN AND SCHEDULE
- IV. PROJECT MANAGEMENT AND STAFFING
- V. SUMMARY OF QUALIFICATIONS
- VI. COST PROPOSAL

Mr. Sam Gaston
City Manager
City of Mountain Brook, Alabama
September 1, 2013
Page 2

As you read the proposal, you will note that the Strengths of our Firm are People, Project Experience, Consulting Tools and Methods, Commitment to the Public Sector, and Independence.

Specific reasons for choosing our firm for this study are:

1. **We're Different.** The Mercer Group team combines a depth and breadth of personal work and consulting experience in governmental and public works management and operations that even the largest consulting firms cannot match.
2. **What You See Is What You Get.** Jim Mercer and Steve Egan will be your primary consultants, with the support of Jody Stowers, our firm's parks & recreation specialist. We are here not just to sell the project, but to do it as well!
3. **Team Experience.** Each of us has over 30 years of public sector experience as government officials and/or consultants to governments.
 - Jim Mercer, the Mercer Group's President/CEO and our project director, has consulted with the public sector for over 30 years and has completed over 250 management studies and over 1000 executive recruitment assignments. He started his career as an Assistant City Manager in Raleigh, North Carolina, and has a deep understanding of the workings of local government.
 - Steve Egan, our lead consultant, is a former local government budget official, who worked extensively with County departments on a variety of public policy and management issues. He has conducted over 150 public sector consulting projects over the past thirty years, including 75 in public works and utilities. He also served for almost three years as interim public works and utilities director for the City of Highland Park, Michigan.
 - Jody Stowers, our firm's parks and recreation specialist, is the former Parks and Recreation Director in Westerville, Ohio, a recipient of the National Recreation and Parks Association's certification, and a recreation specialist in two other cities. Jody will advise our team on management and operational issues. She helped us on a similar study for Wheat Ridge, Colorado.

Mr. Sam Gaston
City Manager
City of Mountain Brook, Alabama
September 1, 2013
Page 3

4. **Consulting Track Record.** A total of over 2,000 projects across all of our consulting specialties in the past thirty years shows we have staying power, the technical skills you need for this project, and the ability to satisfy our clients.
- **Alabama Clients:** In addition to the 2003-2004 Organization and Staffing study and the 2012 Public Works study for the City of Mountain Brook, we have conducted management, financial, and planning projects for the Alabama GFOA, City of Birmingham, City of Huntsville, Jefferson County, Birmingham-Jefferson County Transit Authority, and the City of Tuskegee, as well as executive recruitment projects for several other communities.
 - **Southeastern Clients:** The Mercer Group and/or its associated consultants have conducted strategic planning, organization and staffing, operations improvement, human resource management, and executive search projects for over 100 local governments in Southeastern states, including Atlanta, Georgia; Athens-Clarke County, Georgia; Charlotte, North Carolina; the Georgia Municipal Association; Greenville, South Carolina; Iberia Parish, Louisiana; Mecklenburg County, North Carolina; New Orleans, Louisiana; the North Carolina League of Municipalities; Palm Beach County, Florida; and Spartanburg, South Carolina;
 - **Parks and Recreation Studies:** We have conducted over 40 parks and recreation studies, including studies where parks and recreation is a department and where parks maintenance is a part of public works. Studies include Bloomfield, New Mexico; Charleston County, South Carolina; Fulton County, Georgia; Milwaukee, Wisconsin (Forestry only); Mountain Brook, Alabama; Needham, Massachusetts (Parks and Forestry only); Port Arthur, Texas; Sparks, Nevada; Waterbury, Connecticut (Parks, Forestry, and Golf only); and Wheat Ridge, Colorado
5. **Resources and Time to Do It.** We have skilled people available and ready to conduct the project. This project will blend in nicely with current consulting assignments.
6. **Commitment to Do It Right.** Our references will attest to our ability to exceed their expectations.
7. **A Bias for ACTION and IMPLEMENTATION, not for a study that gathers dust of a shelf.** Each member of our project team has worked in local government and is committed to making the public sector more efficient and effective.

I. UNDERSTANDING OF THE PROJECT

This chapter of the proposal describes our understanding of the current situation and the project's purpose, objectives, scope, issues, deliverables, and schedule.

A. CURRENT SITUATION

The City of Mountain Brook is a primarily residential community and a suburb of Birmingham. Mountain Brook has a population of about 21,000, with relatively slow, controlled growth. The City is noted for the quality of life and the excellence of its school system, parks, and recreation programs. The city was incorporated in 1942 and is governed by a Mayor and five-member City Council, which appoints a City Manager to run daily operations.

The City's mission is to be "a professional organization committed to teamwork and excellence which promotes full participation in enhancing the quality of life for residents." Key values are Integrity, Safety, Education, Community, Stewardship, and Beauty.

For Fiscal Year 2012, the City employs about 225 people and has an annual all funds budget (including capital projects) of \$30,919,000. The General Fund budget for FY 2012 totals \$30,639,000.

City departments include:

- **Police:** Administration and Dispatch, Patrol, Investigations, and School Resource Officers
- **Fire:** Administration, Training and Safety, Fire Prevention, Emergency Medical Transport, and three Operations shifts
- **Parks:** Administration and three crews for parks, athletic complex, and medians and city properties
- **Finance/Administrative Services:** Clerk, Accounting, Revenue, Information Systems, and Municipal Court
- **Public Works:** Administration, Garage, Heavy Construction, Traffic/Road Right-of-Way, and Urban Forestry
- **Inspections:** Building Inspection and Code Enforcement
- **Planning:** Planning and Zoning Administration

A Library Board governs the Mountain Brook Public Library with day-to-day management by the Library Director who reports to the Board.

Mr. Sam Gaston
City Manager
City of Mountain Brook, Alabama
September 1, 2013
Page 4

Finally, we have the tools, commitment, and independence required to provide high-level professional consulting services to the City:

- **Tools:** We have a set of project-tested analytical methods, surveys, questionnaires, interview guides, and other tools to develop recommendations that will provide long-term benefit to the City and the Parks and Recreation Department.
- **Commitment:** Our project team is devoted exclusively to improving the management and services of state and local governments. As former local government officials, we have been studied ourselves and are committed to preparing a report that is fair, practical, and implementable, and that offers tangible benefits to the City.
- **Independence:** Our firm is a professional consulting firm that is not connected to any Alabama agencies, businesses, computer systems or services vendors, suppliers, or contractors. We will provide objective and independent recommendations to the City.

Thank you for the opportunity to propose on this important project. If you have any questions or require additional information regarding our proposal, please call Jim Mercer, project director, at (505) 466-9500, or Steve Egan, project manager and lead consultant, at 770-425-1775.

Very truly yours,

The Mercer Group, Inc.

THE MERCER GROUP, INC.
James L. Mercer, President and CEO
Stephen D. Egan, Jr., Senior Vice-President

APPENDIX 6

B. PROJECT OVERVIEW

Need, Purpose, and Scope of the Project

Similar to many well-run cities, Mountain Brook's City Council and City Manager are concerned about the level of services provided to its citizens and the resources required to deliver these services. With the impending retirement of the Parks and Recreation Superintendent, the City believes this is a good time for an independent, objective review of the management, organization, and operations of the Parks and Recreation Department.

The Parks and Recreation Department oversees the maintenance of six City parks, athletic fields at various parks and schools, and over ninety parcels of right-of-way property (traffic circles, triangles, and plazas). A new park is being planned for Overton Road along the Cahaba River. The department is directed by the Parks and Recreation Superintendent and has a staff of sixteen and annual 2012 budget of \$1,363,653.

The Mountain Brook Athletic Association plans and manages baseball, softball, football, wrestling, volleyball, and tennis programs for youth. The Birmingham United Soccer Association, located adjacent to the Public Works Yard, offers recreation and competitive soccer leagues and tournaments from Under 4 to Under 18. The City has a partnership agreement with each of these organizations and with the School Board as many fields are located at schools.

Project Issues

Issues to be studied are a combination of the Fifty Management Issues that Mercer reviews in all of our comprehensive Management and Operations studies, as well as issues of primary concern to the City of Mountain Brook.

City Issues: The City Manager identified the following key issues to be reviewed in the study:

1. Organizational plan include span of control, organizational levels, grouping of functions, reporting relationships, and communications.
2. Staffing levels, particularly related to objective standards of workload and responsibilities assigned.
3. Training and employee development program, specifically to prepare Laborers to advance to Skilled Laborers.
4. Operational policies, procedures, and practices.
5. Performance measures and job costing methods.
6. Use of contracts in delivering City services and contract management capabilities.

Mercer Issues: The following *Fifty Management Issues*, which are at the core of all of our management and operations reviews, will be reviewed and assessed in this study.

Governance

1. Legal structure/form of government
2. Role of governing and advisory boards and committees
3. Staff support to these boards and committees
4. Policy making and decision making processes
5. Identification of and compliance with legal, regulatory, and policy requirements

Service Delivery Structure

6. Organizational location of services and activities both in and outside the city
7. Interdepartmental cooperation among city government departments
8. Intergovernmental cooperation across the region
9. Use of alternative service delivery opportunities, such as inter-local agreements, contracts, and privatization
10. Comparison with industry best practices, benchmark communities, and Mercer's national experience

Planning

11. Strategic planning process compared to the Mercer Model
12. Alignment of vision, mission, strategies, long-term goals, and short-term objectives (as they impact services levels, organization, and staffing)
13. Capital projects planning process, documents, and oversight
14. Financial planning and budgeting processes, documents, and oversight
15. Operational planning processes, documents, and oversight

Management

16. Senior management organization structure
17. Internal workings of the management team
18. Management reporting and communications
19. Documentation of policies and procedures
20. Customer and stakeholder relations and communications
21. Organizational culture and values (as they impact organization and staffing)
22. Management philosophy and labor-management relations (as they impact organization and staffing)

Operations Management

23. Work standards and specifications
24. Work planning and scheduling
25. Unit and crew organization and staffing
26. Job classifications, roles, and duties
27. Adequacy of facilities, equipment, tools, technology, communications, and materials
28. Unit and crew supervision
29. Unit and crew operations, work flow, productivity, and cost-effectiveness
30. Yard, technical support, and administrative support operations
31. Activity and performance reporting and analysis
32. Emergency management plans and processes

Resource Management

33. Human resources management policies, practices, and processes
34. Training and career development program
35. Safety and risk management program
36. Employee and labor relations
37. Financial management and reporting
38. Financial transactions and processes
39. Project and activity cost accounting
40. Rates, fees, charges, and cost recovery practices
41. Internal service fund operations and charges
42. Information systems management and support services
43. Computer and technology applications (hardware and software)
44. Records management, including documents, mapping, and GIS
45. Purchasing and materials management
46. Warehouse and stores operations
47. Facilities management
48. Facility and grounds maintenance operations
49. Fleet and equipment management
50. Equipment specifications, procurement, and replacement

APPENDIX 6

Project Schedule

The **Project Schedule** will require about **four months from project kick-off to delivery of the final report**. The detailed schedule by task, with time frames and milestones, is presented in Chapter III after the Work Plan. The schedule provides time for:

- A Kickoff meeting followed by periodic status meetings and reports
- City staff to complete questionnaires and surveys.
- On-site interviews, site visits, and observation of work.
- Data collection, research, and benchmarking.
- Analysis of information and data collected during the study, development of preliminary findings and alternatives, and preparation of a draft report
- Review of the draft report by the City Manager and Parks and Recreation Superintendent.
- Preparation of a final report, followed by a final presentation.

Project Deliverables

The consultant will be responsible for the following **Deliverables**:

- **Interim Status Reports:** These reports to the project liaison will be delivered at key project milestones to be defined at the project kickoff meeting. Typically, we prepare these reports monthly during our Fact Finding activities.

We envision these reports to include a description of work performed to date, major management and operational issues and ideas defined by the consultants, a list of any obstacles or project management issues, and a list of planned activities for the next reporting period.
- **Draft and Final Reports:** We will provide electronic copies of the Draft Report to the City Manager and Parks and Recreation Superintendent and an electronic report plus six bound copies of the Final Report. The report will detail our findings, recommendations, and an implementation plan.
 - The **Draft Report** will be delivered within about 90 days of the project kickoff meeting. We ask that the City Manager and Parks and Recreation Superintendent be prepared to review the draft within two weeks of its delivery.
 - The **Final Report** will be delivered within ten to fifteen business days of our receipt of the City's response to the Draft Report.
- **Presentation:** We will make a final presentation to the City Council at the conclusion of the project.

II. SUMMARY OF OUR APPROACH

The key elements of our approach are summarized in this chapter of the proposal.

A. EXPERIENCED PROJECT TEAM

We will assign a high-qualified and experienced project team that will include:

- **James L. Mercer**, project director, is our firm's President and CEO and a highly experienced consultant to local governments.
- **Stephen D. Egan, Jr.**, project manager and lead consultant, is a Mercer Senior Vice-President and a highly experienced consultant to local governments.
- **Jody Stowers**, technical advisor for parks management and recreation programming, is the former Parks and Recreation Director for the City of Westerville, Ohio, and a former recreation manager in Kettering, Ohio, and Valparaiso, Illinois.

Each member of our project team has over 30 years of work and consulting experience with state and local governments. A description of the role and qualifications of each member of the team is provided in Section IV.

B. PARTICIPATIVE APPROACH

We emphasize a participative approach that involve as wide range of officials, managers, employees, stakeholders, and citizens/customers to gain a **360-degree understanding of the organization**.

Project management activities include regular status meetings and reviews of preliminary deliverables in order to confirm the accuracy of our findings, develop a consensus on recommendations, and foster a commitment to implementation.

We recommend that our clients appoint a **Project Steering Committee** to monitor the progress of our work and review draft deliverables, as well as a **Project Liaison** to provide logistical support. During the project we normally contact or meet with the Project Liaison biweekly and the Steering Committee monthly or at key milestones, such as the end of Fact Finding, ten days after issuance of the Draft Report; and after delivery of the Final Report.

C. STRUCTURED WORK PLAN

The proposed work plan and schedule that follows is based on work plans tested on other projects and tailored to the specific needs of each client. The work plan emphasizes:

- > A reasonable project schedule that provides adequate time on site and interaction with client staff, with limited intrusion on operations.
- > Application of tested project tools, such as interview guides, questionnaires, operations guidelines, and management principles.
- > Effective use of the varied skills of the project team.

Project-Tested Methodss

In the course of over 500 management and operations studies for state and local governments, we have developed a series of project-tested analytical methods and tools, many of which will be applied on this project.

Our analysis will be based on several models and principles for managing in the public sector:

- > The *Strategic Management Process*, a general model for managing in the public sector.
- > The Mercer Group's "*ORRIGHT*" *Process for Organizational Transformation and Reengineering*.
- > The Mercer Group's *Integrated Management System* a process for ensuring that missions and plans achieve quality results.
- > A set of thirty *Management Principles* on which we base our recommendations for management and operational improvements.
- > A set of over fifty administrative and resource management *Issues for Analysis* that supplement the *Fifty Management Issues* identified earlier in the proposal.

Research and Publications

In addition, the members of our team have written or are writing nationally distributed books or articles on managing in the public sector, which represent our philosophies and principles both as consultants and managers:

- > **Jim Mercer** has written over fifty articles and six books on managing in the public sector, including books on strategic planning, managing in lean times, and public management systems.
- > **Steve Egan** is developing his ideas, articles, and speeches on the Strategic Management Process into articles, training programs, and perhaps a book that pulls together recommended approaches to strategic planning, goal-setting, resource allocation, administrative and operations management, performance reporting, quality assurance, organizational culture, and managing in the public sector.

Data Collection and Analytical Tools

Data collection and analytical tools that will be used on the project include the following:

- > **Structured Interview Guides** for elected officials, senior managers, employees, and customers/stakeholders.
- > **Employee Questionnaires and Surveys:** In this study, we will ask each employee to complete several questionnaires and surveys to communicate their view and opinions of:
 - Their experience and future goals
 - The vision, values, mission, goals and objectives, and departmental performance
 - Job duties, backlogs, and inappropriately assigned work that should be transferred to or from other units and employees
 - Reporting relationships, and internal and external working relationships
 - Time spent on major tasks
 - The adequacy of resources (facilities, equipment, personnel, finances, materials)
 - Management and operational issues
 - Employee relations and morale issues

The last three items are scored and the results reported by major organizational unit, as well as compared to other Mercer clients and our best practice scores.

The questionnaires and surveys include several important analytical tools:

- **Values Survey**, a tool to document if values have been defined and implemented.
- **GRIPES (or Management Practices) Survey**, a tool to document employee attitudes toward Growth and training, Respect and recognition, Information, Potential tapped, Empowerment, and Support.
- **Resource Management Survey**, a tool to document employee ratings of resources provided and human resource management functions.
- **Management Philosophy Profile** to assess and modify each manager's and supervisor's philosophy towards relationships with subordinates in order to gain greater adherence to organizational values and foster accomplishment of the mission.
- **Job Duty Questionnaire** to document work experience, special skills, reporting relationships, and job assignments.
- **Organizational Climate Survey:** Our proprietary tool to measure the cultural health of an organization based on sixty key indicators, grouped into the following sub-scales:
 - Understanding of city and department goals and strategies
 - Information and communications
 - Management receptivity to change
 - Management and supervisory capabilities
 - Work group problem solving
 - Work group coordination and cooperation
 - Employee involvement
 - Productivity and service quality
 - Quality emphasis
 - Working conditions
 - Compensation and benefits
 - Career opportunities

The survey results would be compiled by the twelve scales and stratified by major organizational sub-units, then compared to survey data from other Mercer Group clients.

III. WORK PLAN AND SCHEDULE

This chapter of the proposal describes each task and deliverable in the work plan, and defines a schedule for timely completion of all deliverables.

A. WORK PLAN

The Work Plan is organized into five tasks and a number of subtasks. A proposed project schedule follows the work plan.

Task 1: Project Initiation and Management. The purpose of Task 1 is to start the project with full agreement on objectives and scope, Work Plan, schedule, and deliverables; collect basic data on the organization; and perform ongoing project administration. Subtasks are:

- > **Subtask 1a: Project Startup.** The project team will meet with the Project Steering Committee and Liaison to introduce our staff; confirm project objectives, scope, work plan, schedule, and deliverables; schedule initial factfinding meetings (if not arranged in advance); arrange logistics (e.g. office space, phones); and confirm the content of the Employee Questionnaires and Surveys.
- > **Subtask 1b: General Research.** We will collect and analyze previously published materials, such as budgets, financial reports and audits, organization charts, job description, prior studies, policy and procedure manuals, and management reports that relate to the project. Specific information that we will gather at Kickoff includes:
 - Descriptions and diagrams of planning processes
 - Copies of strategic, operational, capital, and functional plans
 - Codes and regulations
 - Budgets and financial reports
 - Departmental organization and staffing plans, job descriptions, pay plan
 - Departmental reports, brochures, statistics, flowcharts, and performance measures
 - Inventory of facilities, equipment, information systems, and other resources
- > **Subtask 1c: Questionnaires and Surveys.** As appropriate to the scope of the study, we will tailor, distribute, collect, and analyze the Employee Questionnaires and Surveys, which will be distributed just after the Kickoff Meeting and be the foundation for staff interviews in Task 2.
- > **Subtask 1d: Project Management.** The project director and manager will perform ongoing project management tasks such as client status meetings, billings, internal administration, planning, and quality control.

Task 2: Fact Finding. The purpose of this task is to document current practices and resources and to develop data for analysis in Task 3. Subtasks are:

- **Subtask 2a: Assessment Interviews with City Officials and Department Staff.** We will interview the Mayor, members of the City Council, City Manager, and Parks and Recreation Superintendent to identify and understand major policy, regulatory, management, organizational, financial, and resource management issues affecting the project.

The **PRODUCT** of these interviews is initial elements of the *SWOT Assessment* (strengths, weaknesses, opportunities, and threats) and a series of service delivery, management, organization and staffing, and operational issues and challenges to analyze.

- **Subtask 2b: Functional Organizational Analysis.** We will develop a profile of services and service delivery mechanisms, the functional organization plan, and department, division, and unit responsibilities through:
 - Interviews with the management team to understand DPW's responsibilities and services; identify interrelationships with other departments, contractors, and local government agencies; and document direct and indirect reporting relationships
 - Similar interviews with related departments, contractors, and agencies to confirm interrelationships and identify any overlaps or gaps in services

The **PRODUCT** of this subtask will be a "Responsibility Map" that identifies service gaps and overlaps, duplication of effort, functional fragmentation, misplaced functions, communication barriers, and other organizational issues.

- **Subtask 2c: Organization and Staffing Analysis:** We will meet with the department director, supervisors and employees to document and review:
 - Organization plan and reporting relationships
 - Staffing plan and work assignments
 - Work load and activity statistics
 - Employee job descriptions

The **PRODUCTS** of this subtask will be two analyses:

- An "Organizational Analysis" that identifies needed improvement in the organization plan, reporting relationships, staffing plan, work assignments, and staff scheduling and assignments.
- A "Management Practices Analysis" to identify areas of management philosophy, practices, and communications that need improvement

- **Subtask 2d: Operations Review.** We will familiarize ourselves with current operations, resources, and services through:
 - Meetings with managers, supervisors, and employees to review current practices
 - Observation of work activities in the office and the field
 - Review of policies, procedures, forms, reports, systems, and workflow
 - Analysis of operational, workload, and financial data
 - Analysis of resources assigned to crews and units
 - Comparison of local practices with our national database and experience developed during other studies

The **PRODUCTS** of this subtask will be a list of operational strengths and weaknesses that need to be resolved or analyzed in more detail in Task 3.

- **Subtask 2e: Resource Management Analysis.** During our management and departmental meetings in Subtasks 2a through 2d, we will collect information and review the performance of department and central resource management services, such as Facilities, Equipment, Finance, Human Resources/Personnel, Information Technology, and Purchasing/Materials Management.

The **PRODUCT** of this subtask will be a list of administrative and financial issues and problem areas that need to be analyzed in more detail in Task 3.

- **Subtask 2f: Benchmarking Analysis.** We will analyze data on the City's services, service levels, and organization and staffing based on our team's experience and in comparison with up to four comparable local governments in Alabama and across the United States. The data will relate to services provided, service delivery structure, organizational and staffing structure, and use of contractors. To facilitate collection of data, we ask that the City Manager or Parks and Recreation Superintendent send a request for information that we will prepare.

The **PRODUCT** of this analysis will be a spreadsheet presentation of key data elements and a narrative discussion of lesson for the City.

- **Subtask 2g: Stakeholder Interviews.** We will meet with each member of the Parks and Recreation Board and representatives of the Mountain Brook School Board, Mountain Brook Athletic Association, and Birmingham United Soccer Association to explore their partnership with the City, cost sharing programs, and the quality of services provided by the Parks and Recreation Department.

The **PRODUCT** of this subtask will be a customer-oriented assessment of the performance of the Parks and Recreation Department in field preparation and maintenance, as well as additional input to the SWOT Assessment.

- **Subtask 2h: Status Reports.** The purpose of this task is to ensure that Mercer and the Steering Committee agree on core facts and issues before we begin Analysis and Draft Report preparation in Task 3. Based on activities to date, we will provide several written status reports and meet with the Project Steering Committee, monthly or at key milestones, to review project activities to date and discuss preliminary findings and issues identified during Tasks 1 and 2.

Task 3: Analysis, Development of Findings and Recommendations, and Draft Report. The purpose of this task is to analyze Task 1 and 2 data, develop findings and preliminary recommendations, and prepare a draft report. During this subtask, our team may revisit the City to follow-up on open items, collect additional data, or seek clarification of information gathered earlier in the project.

- **Subtask 3a: Analysis of Factfinding Information.** We will analyze organizational, operational, technical, and financial data to support preparation of several task reports:
 - **Governance:** Legal, regulatory, and policy requirements affecting P&R.
 - **Organizational Culture:** Employee and stakeholder issues from interviews and questionnaires and the results of Mercer surveys.
 - **Strategic Direction:** Vision, mission, strategies, initiatives, values; goals and objectives; and performance measures.
 - **Functional Organizational Structure:** Service/functional alignment across departments; role of contractors and inter-local agreements; and alternative service delivery approaches.
 - **Organization and Staffing:** Management organization plan; staffing levels, allocations, roles, duties, skills, and experience; and current and projected workload levels.
 - **Operations:** Operational strengths and weaknesses that impact organization and staffing; quality issues relating to work products and services; and implementation of the Mercer Model for Managing the Numbers.
 - **Resource Management:** Adequacy of internal and city support services, training and employee development program, classification of positions.
 - **Benchmarking:** Practices in benchmarked governments that offer lessons for Mountain Brook.
 - **Performance Measures:** Performance measurement and reporting practices.

B. PROJECT SCHEDULE

The proposed project schedule is based on the assumptions that City officials and employees will be reasonably available for interviews and site visits and that the Steering Committee will be able to review and comment on the draft reports within ten (10) days of receipt. The proposed four-month project schedule for the project is presented below by task.

<u>Task and Description</u>	<u>Start</u>	<u>Finish</u>	<u>Milestone</u>
Project Management			
1a. Kickoff	Week 1	Week 1	Meeting
1b. Research	Week 1	Week 4	
1c. Questionnaires/Surveys	Week 1	Week 4	
1d. Administration	Week 1	Week 17	
Fact Finding			
2a. Assessment Interviews	Week 1	Week 4	Status report
2b. Functional Analysis	Week 1	Week 7	
2c. Organization/Staffing	Week 1	Week 7	
2d. Operations Review	Week 1	Week 7	
2e. Resources Review	Week 1	Week 7	
2f. Benchmarking	Week 1	Week 7	
2g. Status Reports	Week 4, 8	Week 4, 8	
Analysis			
3a. Analysis	Week 9	Week 10	Draft Report
3b. Preliminary Findings and Recommendations	Week 11	Week 11	
3c. Draft Report	Week 11	Week 12	
Client Review			
4a. Client Review	Week 13	Week 14	Meeting
4b. Draft Review	Week 15	Week 15	
Final Report			
5a. Final Report	Week 15	Week 16	Final Report Presentation
5b. Presentation	Week 17+	Week 17+	

In thirty years of consulting with state and local governments, he has performed over 150 management studies, including the 2003-2004 Organization and Staffing study and 2012 Public Works study for the City of Mountain Brook, as well as most of the studies referenced in the cover letter and the Summary of Qualifications chapter of the proposal. He is a specialist in strategic planning; service delivery alternatives/shared services; administrative and financial services; and public works, utilities, recreation, and maintenance operations.

Management, Technical, and Functional Specialists

Parks and Recreation Specialist: Jody Stowers recently retired as Parks and Recreation Director in Westerville, Ohio, after a thirty year career in parks and recreation. Westerville is a steadily-growing community of about 36,000 residents northeast of Columbus. Jody led the department through the National Recreation and Parks Association's accreditation process. Jody also worked as Superintendent of Recreation in Kettering, Ohio, and Recreation Programmer in Valparaiso, Indiana.

At the national level, she served on the NRPA Board of Trustees, as Chair of the Great Lakes Regional Council, as Chair of the NRPA Conference Committee, and as an Accreditation Visitor among other roles. She received the NRPS Young Professional Award and the APRS President's Award. She also served as President of the Ohio Parks and Recreation Association and on its Board of Directors. She received the OPRA's Professional of the Year award.

Jody assisted Steve Egan on our study of the Parks and Recreation Department in Wheat Ridge, Colorado, and consulted on parks and recreation issues in several other parks and recreation studies.

IV. PROJECT MANAGEMENT AND STAFFING

This chapter of the proposal identifies the project team and client responsibilities.

A. PROJECT TEAM

The Mercer Group and our project specialists regularly team on management and organizational consulting projects. We believe that the combination of Mercer's management consulting skills in strategic planning, service delivery alternatives, and management and operations of local government departments and our technical staff's work and consulting experience in engineering, public works management and operations, administrative and financial services, and performance management create a team that "covers all the bases" for a study of this kind.

The project team includes the project director, lead consultant, and technical specialists who are described below. Note that members of the proposed Mercer team have personally conducted the projects listed in Section V and the Attachments.

Management Team

Project Director: James L. Mercer CMC, founder and president of the Mercer Group, will direct the project and be responsible for the quality of our services. He also will contribute to the review of strategic, organizational, and management issues.

A former local government official, Mr. Mercer has worked on over 250 state and local government management consulting projects in a thirty year consulting career. Additionally, he has authored over 200 articles and five books, including Public Management Systems, Managing Urban Government Services, and Strategic Planning for the Public Sector.

Project Manager and Lead Consultant: Stephen D. Egan, Jr., a Mercer Group senior vice-president, will serve as our project manager and lead consultant. He is a former Fulton County, Georgia, Budget official whose responsibilities included analysis of department budget requests, internal consulting, and special projects for the County Manager and Board of Commissioners. Steve also served as interim Public Services and Water Director for the City of Highland Park, Michigan, under the direction of a state-appointed Emergency Financial Manager. Responsibilities included parks and grounds maintenance.

B. CLIENT RESPONSIBILITIES

We request that client officials and staff support the project in the following three primary roles:

- ▶ **Project Liaison:** Facilitates the scheduling of interviews and coordinate logistics, as well as assists in the collection of benchmarking information from other communities. We assume the Parks and Recreation Superintendent will serve in this role.
- ▶ **Project Steering Committee:** Attends periodic meetings to review the progress of our work and reviews and comments on draft deliverables. We assume the City Manager and Parks and Recreation Superintendent will serve as the Project Steering Committee.
- ▶ **Factfinding Assistance:** Generally, City officials and staff need to be available for interviews, site visits, and observation of operations, and be able to provide financial and operational data. Measurable tasks include:
 - **Benchmarking:** Staff will distribute letters prepared by Mercer and collect data from up to four other cities in the benchmarking survey. We expect that this will require no more than 2 hours of staff time.
 - **Questionnaires and Surveys:** Staff will need about one to two hours to complete questionnaires and surveys.

Except as defined above, we do not expect client personnel to have a significant role in conducting and supporting the project.

APPENDIX 6

V. SUMMARY OF QUALIFICATIONS

This chapter of the proposal provides background information on the Mercer Group, provides summary descriptions of recent projects, and lists references.

A. INTRODUCTION TO THE MERCER GROUP, INC.

Key Facts About Our Firm

The Mercer Group, Inc. is a management consulting firm incorporated in the State of Georgia and operating nationwide, with strongly established areas of practice in the Southeast and Midwest, and a growing Far West practice. Our thirty professional consultants work out of a network of eighteen offices across the United States.

Corporate Address: PMB 511
5579-B Chamblee-Dunwoody Road
Atlanta, Georgia 30338

Southeast Regional Offices: Chesapeake, Virginia
Hollywood, Florida
Marietta/Atlanta, Georgia
Raleigh, North Carolina
Sarasota, Florida

Contacts Persons: **James L. Mercer**, project director
President and CEO (Atlanta and Santa Fe Offices)
(505) 466-9500 Office
(505) 466-1274 Fax
j Mercer@mercergroupinc.com

Stephen D. Egan, Jr., project manager/lead consultant
Senior Vice-President (Marietta/Atlanta Office)
(770) 425-1775 Office
(770) 335-3245 Cell
(770) 425-8561 Fax
segan@mercergroupinc.com

The Mercer Group, Inc.
Proposal to the City of Mountain Brook, Alabama, for a Parks and Recreation Study

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Brief History of the Firm

James L. Mercer, a long-term public sector management consultant, started his own firm in 1981 and in 1984 merged it with another consulting firm, Wolfe and Associates. In 1986, Mr. Mercer acquired the Human Resources and Organizational Consulting Practice of Wolfe and Associates, using this acquisition as the basis for founding Mercer, Slavin, & Nevins, Inc. (MSN).

In early 1990, he sold his interest in MSN and founded The Mercer Group, Inc. The Marietta, Lansing, Raleigh, Santa Fe, Wiemar, and other area offices were added as our client base, practice areas, and staffing grew.

Business Model

The Mercer Group, Inc. is a Consortium Model firm, with a core of key staff members supplemented by associated independent consultants and specialty firms. The consortium members work together regularly and have long personal and professional relationships. This business model allows us to:

- Staff each engagement with precisely the right mix of consulting professionals, who have the specific managerial, functional, and technical skills needed to fully satisfy the project objectives.
- Eliminate pressure to assign salaried staff who may be available, but lack the experience or capabilities necessary to be effective and efficient in serving our clients.
- Offer competitive rates for very senior consultants due to our reduced administrative and overhead costs.

Client Base and Specialties

The Mercer Group, Inc. provides exceptionally high quality consulting services to a wide range of public sector clients:

- State government agencies,
- Local governments (counties, cities, towns, and villages),
- Utilities (electric, gas, stormwater, water, and wastewater),
- Transit Authorities, Health Care agencies, and Special Districts,
- School Districts,
- Colleges and Universities, and
- Some private sector clients.

The Mercer Group, Inc.
Proposal to the City of Mountain Brook, Alabama, for a Parks and Recreation Study

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Specialty practice areas of our firm include:

- Strategic planning and policy studies
- Service delivery alternatives, including governmental and functional consolidations and collaboration, contracting and privatization, and managed competition
- Management, organizational, operations, and productivity improvement
- Organization development and training
- Human resource management, compensation and classification studies, and performance management systems
- Financial and budgetary management
- Executive recruitment

Our consultants have conducted successful **planning, management, and organizational consulting assignments** for over 500 public sector organizations and over 1500 executive recruitment assignments.

The Mercer Group, Inc. typically works with strong organizations that recognize the value of outside assistance and are prudent enough to solicit it and apply it. Our clients include some of the most successful public sector organizations in the United States.

Code of Ethics

The Mercer Group subscribes to the Codes of Ethics of the International City/County Management Association (ICMA) and the Institute of Management Consultants. James L. Mercer, President/CEO, and David Vondle, Senior Vice-President, are Certified Management Consultants through the Institute.

EEO Compliance

In its own internal operations and in its consulting practice, The Mercer Group, Inc. is in full compliance with E.E.O.C. regulations. Because executive search is a portion of our consulting practice, we are very much aware of the regulations for equal employment opportunity, and we fully comply with those regulations.

The Mercer Group, Inc.
Proposal to the City of Mountain Brook, Alabama, for a Parks and Recreation Study

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B. REPRESENTATIVE PROJECTS

We approach comprehensive organizational and operations studies in an integrated manner based on our *Fifty Management Issues*, as well as project-specific issues identified by our clients. The project descriptions that follow document successful projects in Parks and Recreation departments and agencies.

- **Atlanta, Georgia:** Steve Egan conducted a cost of service and user fee study that including Parks and Recreation Services. He conducted similar studies in Chattanooga, Tennessee; Fulton County, Georgia; Gainesville, Georgia; and eight other communities.
- **Bloomfield, New Mexico:** Steve Egan conducted a management and organizational review of the Parks, Planning, Public Works, and Utilities departments of this 7,500-population community in the Four Corners area. The study focused on the readiness of planning, organization and staffing, operations management, and resource management functions to deal with expected growth in population and service area.
- **Brookfield, Wisconsin:** Steve Egan conducted a multi-department Management and Organizational study that included Parks and Recreation.
- **Charlotte, North Carolina, Housing Authority:** Jim Mercer and Steve Egan's study of the Resident Services Division included recreational facilities and services.
- **Cobb County, Georgia, and its Six Cities:** Jim Mercer and Steve Egan conducted an assessment of fragmentation, double taxation, and tax equity in support of a Service Delivery Plan to be prepared by participating governments. Parks and Recreation was a service studied during the project.
- **Fulton County, Georgia:** Steve Egan conducted a Management and Organizational study of the County's parks and recreation program. Issues included the parks planning process, recreational program needs and management, facilities and grounds maintenance, and technology applications.
- **Highland Park, Michigan:** Steve Egan served as interim public services and water director for this fiscally distressed city of 16,000-population inset in the northern part of Detroit. Responsibilities included water supply, production, and distribution; facilities and grounds; parks and recreation; engineering and codes; and storm and sanitary sewers. Major issues faced were severe budgetary limitations, aging and declining infrastructure, and a severely reduced workforce as a result of the city's fiscal crisis.
- **Hoyt Lakes, Minnesota:** Steve Egan conducted a citywide Organization and Staffing Analysis for this small city in northern Minnesota. The study included resources assigned to parks and recreation services.

The Mercer Group, Inc.
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- **Milwaukee, Wisconsin, Department of Public Works:** The Forestry Division study was initiated in response to the Mayor's plan to restrict resources to this operation while requiring Forestry to continue to maintain the City's exemplary streetscape of trees, boulevards, and pocket parks. The study recommended increased cross-utilization of arborists and gardeners (a major cultural change that was highlighted in the Mayor's book, *The Wealth of Cities*), continued operation of the city's nursery and greenhouse, and a range of operational improvements.
- **Mountain Brook, Alabama:** A citywide management and organizational study included a review of the Parks & Recreation Department. Issues included opportunities to collaborate with adjoining communities, the need to expand information on work effort and staff utilization, and resources required to develop the landfill property for recreation.
- **Needham, Massachusetts:** Jim Mercer and Steve Egan conducted a Management and Operations study of the Town's Department of Public Works, which includes services in Parks and Forestry. Major recommendations included a reorganization plan, improved operations management practices, facilities and equipment needs, and planning processes.
- **Niles, Illinois:** Jim Mercer and Steve Egan conducted a Management Study of the Public Works Department, which included parks maintenance.
- **Sparks, Nevada:** Jim Mercer and staff conducted a Management and Operations, Organizational Climate, and Human Resources analysis of most city departments, including Public Works, Parks and Recreation, Police, and Fire.
- **Sun Prairie, Wisconsin:** Steve Egan conducted a Management and Operations Review of the Public Works and Parks Department.
- **Waterbury, Connecticut:** The Public Works Department study included a review of Parks, Recreation, and Golf programs. Issues included staffing levels, operations management practices, activity and performance measurement, the financial viability of the golf courses, condition of facilities, and the variety of recreation offerings.
- **Waukesha, Wisconsin:** As part of a citywide Organizational Analysis, Steve Egan reviewed parks and recreation services.
- **Wheat Ridge, Colorado:** Tom Dority, Steve Egan, and Jody Stowers conducted a management and operations study of the City's Parks & Recreation Department. Major issues were collaboration with public and private organizations; future expansion of the recreation center; management organization plan; staffing levels; operations management, facilities maintenance; and information technology.
- **Winona County, Minnesota:** Steve Egan's countywide Management Audit included parks and recreation services.

C. REFERENCES

References are provided for the following recently completed projects. References for other projects can be provided upon request.

Fulton County, Georgia (P&R and Other Studies)

ROBERT J. REGUS, former County Manager
 City Manager, Alpharetta, Georgia
 678-297-6010
brekus@alpharetta.ga.us

Needham, Massachusetts (Public Works Study)

RICK MERSON, Director of Public Works
 781-455-7537
rmerson@needhamma.gov

Waterbury, Connecticut (Public Works Study)

JOHN LAWLOR, former Director of Public Works
 Public Works Director, Town of Bloomfield, Connecticut
 860-243-1487
jlawlor@bloomfieldct.org

VI. COST PROPOSAL

Based on our understanding of the project's objectives, scope, issues list, work plan, and deliverables defined earlier in the proposal, our total fees and expenses for the Management and Organizational Study of the Parks and Recreation Department will be \$17,900.

Fees are based on an estimate of 128 hours of work at an average rate of \$125 per hour. Expenses of \$1,900, which cover travel, report production, survey licensing and processing, administrative support, and the like, are included in the above not-to-exceed cost proposal.

This quotation is firm for a period of 90 days from the date of this proposal and is based on the budgeted hours for the proposed project team at each member's hourly billing rate, plus expenses (travel, hotel, meals, administrative support, etc.).

The budget is developed based on the following hourly billing rates for our professional staff. Any supplemental work by the project team would be billed at these hourly rates.

Project Director	\$145
Project Manager	\$135
Lead Consultant	\$125
Consultants	\$100

We propose to submit bills as follows:

- **Project Initiation:** 10% of the total cost at project initiation.
- **Progress Bills:** Milestone or Monthly progress bills based on actual fees and expenses for a total of an additional 75% of the total project cost.
- **Final Bill:** A final bill for the remaining 15% of the project budget upon delivery of the final report.

Based on our prior study, we expect that we have adequate insurance coverage in place to meet City requirements.

ADDENDUM TO AGREEMENT BETWEEN
 THE CITY OF MOUNTAIN BROOK AND
 THE MERCER GROUP, INC.
 DATED OCTOBER 14, 2013

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and The Mercer Group, Inc. ("the Contractor") dated October 14, 2013.

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

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

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

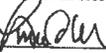
Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation 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 14th day of October, 2013.

The Mercer Group, Inc.

City of Mountain Brook, Alabama

By: _____

By: 

Its: _____

Its: 



APPENDIX 6

Nimrod Long
And Associates



Land Planners
Landscape Architects
Urban Designers

September 30, 2013

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

RE: **Project No. SRTS-SR09(903) & (904)**
Safe Routes to School, Construction
City of Mountain Brook, Jefferson County

Dear Sam:

We propose to assist the City of Mountain Brook on the Construction Observation of the Safe Routes to School construction contract. NLA will work as we have on the other sidewalk projects on an hourly basis. We propose \$9,750.00 be the limit of our fees, and will let you know as the project progresses if that amount appears to be insufficient.

\$9,500 plus

Thank you again for the opportunity to serve the City of Mountain Brook.

Sincerely,

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

cc: File
08-147\Corr\Construction\9-30-13 Letter to Sam - Additional Service.doc

EXHIBIT A
APPENDIX 7



Mountain Brook Police Department

8 Office Park Circle, Suite 100 Mountain Brook, Alabama 35213 Phone: 205.802.3402 Fax: 205.802.2415



Mountain Brook Police Department Chief Ted Cook 101 Tibbett Street Mountain Brook, Alabama 35215 Phone: 205.802.3402 Fax: 205.802.2415

MEMORANDUM

To: Sam Gaston October 10, 2013
From: Chief Ted Cook
Subject: Jail Food Bid

I am recommending accepting the bid from Western Supermarket for our Jail Food bid. After two requests for bid submissions, the Western is the only vendor to supply a bid. It totals to \$8.50 per inmate per day. This is significantly lower than what we were paying on the previous bid.

Bid to Provide Meals to Jail Inmates

The Mountain Brook Police Department provides three meals a day to persons incarcerated in the jail facility. It is the goal of the Mountain Brook Police Department to provide jail inmates with food that meets or exceeds the daily nutritional needs recommended for adults. The following are the specifications for the three meals served to each person in the jail.

Cost per meal per inmate:

Breakfast 7:30 AM \$3.00
1 Biscuit
1 Serving of Eggs
1 Serving of Grits

Lunch 11:30 AM \$2.00
1 Serving of bread (cornbread or roll)
2 Vegetables

Dinner 5:30 PM \$3.50
1 Serving of Meat
2 Vegetables
1 Serving of bread (cornbread or roll)

It is understood that there are certain days throughout the year that meals are not prepared at your business. This could be due to holidays or unforeseen circumstances. The Mountain Brook Police Department will keep frozen dinners on hand to feed jail inmates

APPENDIX 8

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

BID COVER SHEET

Bid Request Posted this Date: September 26, 2013
Bids to be Opened this Date and Time: October 8, 2013 10 a.m.

To Whom It May Concern:

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

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

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

The City reserves the right to require a bid bond, in which case specific information shall be provided with the request for bids.

The City reserves the right to utilize life cycle cost analysis in determining the lowest responsible bidder, in which case specific information shall be provided with the request for bids.

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

Sam S. Gaston, City Manager and Purchasing Agent

Purchase of Food for inmates in Mountain Brook Police Department Jail
BIDDER Western Supermarket - Brett Hubbard TELEPHONE 205-973-1972

ADDRESS 2717 Calver Road EMAIL bhubbard@westernsupermarket.com
CITY Mountain Brook STATE AL ZIP 35223

BID AMOUNT (AS PER SPECIFICATIONS) \$ See Next page

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

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

Auth. Signature: Brett Hubbard
Name: Brett Hubbard
Title: Owner of Deli, Bakery, - Floral
Notary Public: J. Williams
My Commission Expires: 10-22-14

on such dates. As part of the bid, we ask that you be willing to provide and order frozen dinners when requested by the police department. In addition, we ask that you specify any dates that you know food will not be prepared.

The Mountain Brook Police Department will also periodically order other food and beverage items for inmates.

Due to the fact that the jail population can fluctuate hourly, the meals will be ordered 30 minutes prior to each meal time based on how many meals are needed for the inmates incarcerated at that time. A designated police officer will place the order by telephone. It is preferable that the meals be delivered to the police department. The police department will be given a receipt upon the delivery of food for each meal. The receipt will reflect the number of meals delivered for that particular meal. In addition, the police department will be provided a monthly bill for food provided for that particular month

The bids will be submitted to quote the cost as follows :

Cost per meal per inmate
Example : Breakfast \$xxx per inmate
Lunch \$xxx per inmate
Dinner \$xxx per inmate

The bid will cover the fiscal year Oct. 1, 2013 until Sept. 30, 2014

Any questions should be directed to Lt. J. Williams 802-3862

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: Western Supermarkets, Inc.

Company Facility Address: 2614 19th St. S.
Birmingham, AL 35209

Company Alternate Address: _____

County or Parish: JEFFERSON

Employer Identification Number: 630957616

North American Industry Classification Systems Code: 445

Parent Company: Western Supermarkets, Inc.

Number of Employees: 100 to 499 Number of Sites Verified for: 8

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

- ALABAMA 8 site(s)

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

Name: Tomas E Downs
 Telephone Number: (205) 879 - 3471 ext 305305 Fax Number: (205) 879 - 3476
 E-mail Address: tdowns@westernsupermarkets.com

Name: Wise E Lisa
 Telephone Number: (205) 879 - 3471 ext 307 Fax Number: (205) 879 - 3476
 E-mail Address: lwise@westernsupermarkets.com

2014 Municipal Quality of Life Awards



DEADLINE: Nov. 1, 2013 • Late entries not accepted

Population Category (select one) under 5,000 5,001-12,000 over 12,001

Municipality City of Mountain Brook

Address 56 Church St. Mountain Brook, AL 35213

Mayor's Signature* [Signature] Mayor's Printed Name Lawrence T. Oden, Mayor

Clerk's Signature** [Signature] Clerk's Printed Name Steven Boone, City Clerk

Contact Person (main contact for any questions, as well as setting up the video shoot should the project win) Dana Hazen, City Planner

Contact's Telephone Number 205/807-3821 Email Address hazend@mtbrook.org

Title of Project City of Mountain Brook Municipal Complex

* The mayor's signature indicates his/her commitment to attend or appoint a representative to attend the League's Municipal Award Ceremony during the 2014 League Convention in Mobile should your municipality win an award.
** The clerk's signature is his/her certification that the entry submitted was approved by the city council and meets all the entry requirements.

Remember to include:

- 1,200-word or less typed narrative, double-spaced on white 8.5"x 11" paper. (Include word count at the end).
- Answers to the three questions listed under Entry Requirements. (Typed, 100 words or less per answer.)
- At least three (3) photos depicting the project in your supportive material (see next bullet).
- Up to 10 pages of supportive information such as newspaper clippings, photos, letters from constituents or other items that help document the program submitted on 8.5"x 11" paper, single-sided. Please **DO NOT** spiral bind your entries or use presentation folders.
- One original entry packet and five (5) copies (including supportive information). Include a copy of this form with each of the additional copies.

Entries should be sent certified mail and must reach the League office by Friday, November 1, 2013.
Hand-delivered entries must be received in the League's office by 4:00 p.m., Friday, November 1, 2013.
Entries received after November 1, regardless of postage, will be deemed ineligible.

Mail Entries to:
Municipal Quality of Life Awards • Alabama League of Municipalities • PO Box 1270 • Montgomery, AL 36102

For more information, contact Carrie Banks at 334-262-2566 or via email at carrieb@alalm.org.

2013-156

Alabama League of Municipalities Quality of Life Award

"Recognizing successful, innovative projects that improve the quality of life for citizens."

Population category: over 12,001

Subject Area: Public Service

New Municipal Facilities for the City of Mountain Brook

Background



The City of Mountain Brook, incorporated in 1942, conducted its first administrative functions from Taylor Grocery in Crestline Village, which was complete with one gasoline pump and also housed the local post office! Council meetings were held in the back of the store.



In 1951 a new city hall was constructed; subsequently converted to the municipal jail.

In 1967 Mountain Brook's third city hall was built, and over the next 42 years housed services such as City Management, Police, Fire, Revenue, Licensing, Information Technology, Planning, Municipal Court and the Jail.



Eventually it became evident to city officials that city services had outgrown the existing facilities. Also, the aging facility required frequent repairs to keep it viable for city operations. For seven years city officials explored options such as remodeling the existing structures, relocating from city hall to a larger site or rebuilding the municipal complex on the same site.



Remodeling the facilities would have served more as a "band aid" than a lasting solution, with the administrative building's foundation not able to support a second floor, the fire department building plagued with mold, and the jail literally sitting on "shifting sand." City hall was "bursting at the seams,"

and with employees working in overcrowded workspaces it was eminent that additional square footage be acquired to accommodate existing services and future growth.



An administrative office literally in the "attic"



Information Technology "Department"

Voila!



Mountain Brook City Hall April 2013

Goals in the Re-Building Process

For the new municipal complex to remain on its traditional "mother site" in Crestline Village, serving as the main anchor of the village and the city as a whole.



An aerial photograph depicts the city hall site (since 1951). Compact and landlocked, in the heart of Crestline Village, it originally consisted of two lots with a dedicated alley between them.

The site contains only 40,000 square feet, which led to innovation in design in order to accommodate nearly double the square footage of the existing facility and provide subterranean parking.

To continue to foster the "civic presence" in Crestline Village.



Over the years other "civic" uses have sprung up around the municipal complex, creating a culture of local civic activities, such as the local library, Board of Education and the Chamber of Commerce.

This civic culture has proven to be a valuable convenience to the public, and has set the tone for Crestline Village as a civic "hub" of the city, a gathering place for governmental services, city meetings, and for social activities and events as well. To this end the council voted to remain in the same location as the previous city hall.

To make municipal amenities and services convenient and accessible.



The new city hall layout allows easy access to staff and services in a way that fosters efficiency and is "user friendly." The City Manager's office is located front-and-center, making him accessible to the public for general business. The "service mall" conveniently bundles licensing, building inspections and court services in one location.

Police and Fire are highly visible and easily accessed. All previous employee surface parking has been relocated in an underground parking structure, freeing up 50 on-street parking spaces for public use whether conducting business at city hall or shopping in the village.

To provide a pleasant, professional environment for the public to conduct administrative business with the city (applying for licenses, meeting with City staff and City officials, participating in public hearings, attending municipal court, paying fines).

The service mall makes for convenient "one-stop shopping," the new conference rooms allow for multiple meetings to take place at the same time, and the larger council chamber allows for more individuals to participate in the public hearing process.



To increase the square footage of City Hall, not only to accommodate current functions and staff, but to allow for future growth of public services and employees and to provide a safe, pleasant environment for City employees to work.

The square footage of the complex nearly doubled from 28,000 to 53,000. New facilities are equipped with spacious offices to meet the work-flow needs of current and future staff.

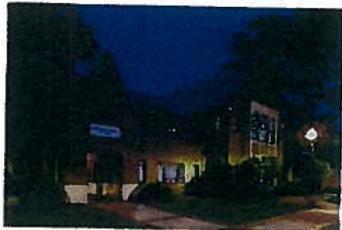


Employee Break Room

There is an office for the mayor, ample conference rooms (both of which were sorely lacking in the old facility), private conference rooms for use by the court (attorneys and clients literally used to meet in a closet) and plenty of public seating in the council chambers. The restrooms and employee break room are modern and well-appointed.

To construct a City Hall facility that would set the architectural tone of Crestline Village; complimenting the traditional style of existing "anchor" buildings, as well as pay homage to quintessential English Tudor style for which Mountain Brook is beloved.

The architects for the new buildings gave special consideration to the scale, massing and materials used, choosing elements that were traditional while utilizing materials that were cost-effective but lasting.



To preserve the city hall courtyard plaza for continued use as an informal public space as well as a formal gathering place for community events.

The facility that served as city hall since 1967 contained a large courtyard with mature trees, a fountain, benches and a giant chess set, and so served as a favorite public open space for children, teens and grown-ups alike. While it was undoubtedly tempting to construct much-needed square footage in place of the previous open courtyard (which accounted for 20% of the municipal site) the council remained firm in its objective to preserve that space as it has historically been much beloved and used by the public. The City went to great lengths to ensure that the six mature trees were protected and maintained, upgraded the chess "board" from vinyl to tile pavers, made provisions for a new fountain and installed all new landscaping. All of these efforts preserved and enhanced the pedestrian scale and friendly atmosphere of Crestline Village.



To engage the community, and incorporate its ideas into the form and function of the new facility.

Local high school students partnered with the Chamber to sell engraved bricks for the courtyard, and a local family donated the new courtyard fountain. Also, a plaza was constructed for a memorial to the City's fallen policemen, and a beam of steel from the World Trade Center Tower (commemorative of the September 11, 2001 attacks) was obtained by the City. The Linn-Henley Charitable Trust donated funds to help with the display costs of the steel beam and a local artist assisted in the design for the artistic display.



Improving Services, Image and Trust in Local Government

A governmental agency's facility is a reflection of the quality of services the public can expect, and it projects onto the public the level of confidence it may have in the abilities of the agency. Public agencies can change the stigmatic "bureaucratic face" of governmental service by providing contemporary modes of interface with the public. Make doing business with "City Hall" a pleasant, efficient and friendly experience by streamlining not only the services provided but the facility in which they are provided. If the facility is handsome and comfortable (inside and out) and lends itself to convenient public service then the public will have confidence in the municipal entity and feel more comfortable in approaching city staff and officials for the services they are entitled to receive!

Narrative Word Count 1193

How well did your program achieve its objectives?

The objectives for this project, as set forth by the City Council, were successfully achieved through a deliberate setting of goals and the means to achieve those goals. There were several snags along the way, but, overall, the building as it exists today meets the vision for a handsome, functional, building that will serve the Mountain Brook Community for decades to come.

Word Count: 62

What makes your program innovative and unique?

The complex houses many distinct city functions and features...yet they fit and function seamlessly, integrated visually but separated functionally. Most departments have separate but functional entrances which distinguish between pedestrian and vehicular traffic while offering easy access to the public.

Also, the new buildings have the look of aged structures and a different architectural view is presented at each encounter. Oak Street presents a classic looking fire station with limestone eyebrow features.



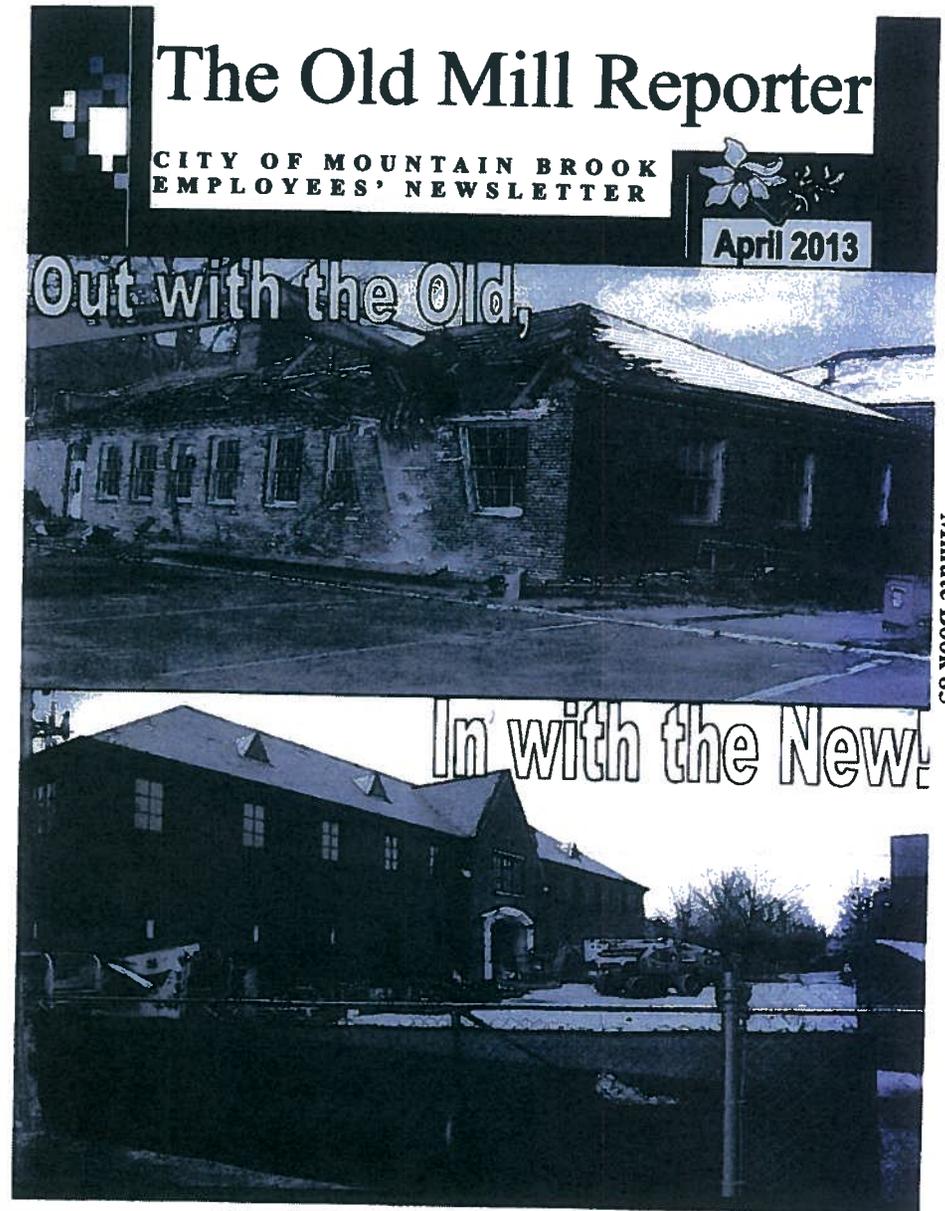
Hoyt Lane presents the Chamber as if a store-front property; whereas Church Street presents as a classic formal City Hall. Literally, there is no "back" to the building.

Word Count: 100

How can other municipalities adapt your program to benefit their communities?

The City has incorporated a funded depreciation policy into its budgeting process. As assets are acquired or constructed, the City includes in its General Fund budget an [expense] transfer to the Capital Projects Fund based on the annual depreciation expense of said asset(s), resulting in the accumulation of funds in the Capital Projects Fund for the future replacement of capital assets. This policy enabled the City to construct its new facility without financing. The benefits of the City's funded depreciation policy are obvious and provide the City with greater flexibility and peace of mind.

Word Count: 94





Members of the Mountain Brook City Council and other city leaders tour the Mountain Brook Municipal Complex. Construction on the complex is about 50 percent complete.

MOUNTAIN BROOK

Officials tour city hall site

By William Thornton
w Thornton@theavenue.com

Mountain Brook city officials toured the construction site of the new municipal complex last week, getting a progress report on the project that is still unfinished six months after it was scheduled to open.

Members of the City Council walked through the police, fire and administrative sections of the project, as well as the underground parking lot. Officials with Brasfield & Gorrie Construction, the project's new contractor, pointed out fea-

tures of the buildings.

Last month, Brasfield & Gorrie replaced Taylor & Mines, which had been the contractor since construction began early last year. City officials were told it will take until the end of August for construction crews to ramp up activity on the project. For the past few weeks, Brasfield has been surveying the buildings, getting an inventory of materials and lining up work schedules.

Mayor Terry Oden said the

See CITY HALL, Page 28



Officials with Brasfield & Gorrie Construction pointed out features of the buildings.



Construction continues on the Mountain Brook police building on Tibbett Street.

MOUNTAIN BROOK MUNICIPAL COMPLEX

On track for a fall finish

Complications slowed new home for city services

By William Thornton
w Thornton@theavenue.com

Mountain Brook's new municipal complex could be finished by late this fall, almost two years after city services moved out of the old City Hall.

John Soule of Brasfield & Gorrie, the city's project manager, said general contractor Taylor & Mines Construction is a little less than half way completed with the project but should be finished by then.

"There will be some time there after to move in and have city employees start occupying the building," he said. "There's still going to be a lot of work getting 911, operations and dispatch running for police and fire. Everybody on the team is working hard to get the city moved in as quickly as they can."

Mayor Terry Oden said city officials had hoped the project would be finished along, but still remains hopeful it will be completed soon.

Construction began in January 2011 on the new municipal complex on Church Street, to house the city's administrative, police and fire offices and Fire Station No. 1. During construction, police and fire relocated to Office Park, while administrative offices are at a temporary location on Mountain Road.

The complex has a large main building to house the administrative and fire Department, and a secondary building on Tibbett Street for police.

The project was originally set to be finished in February.



Workers attach roofing to the police building at the Mountain Brook municipal complex.

However, the project required more complex utility relocations, which set the project behind.

Soule said workers should begin installing trusses for

See COMPLEX, Page 28

Village Living Municipal Complex to open this month



City Board Chair Endorses
The Village Living Municipal Complex, designed by Spectra Squares, is set to open this month. The complex will house the City of Mountain Brook's police and fire departments, as well as the city's administrative offices.

Mayor's Office
The Mayor's Office will be located in the new Village Living Municipal Complex. The office will be a modern, open-plan space with large windows overlooking the city.

City Board Chair Endorses
The City Board Chair has endorsed the Village Living Municipal Complex. The complex will be a landmark building for the city and will provide a modern workspace for city employees.

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Superior Quality of Materials
The Village Living Municipal Complex is built with superior quality materials. The building features a mix of brick, stone, and wood, creating a classic and timeless look.

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When the mayor of Mountain Brook unveils his new office this month, he will be in the middle of a major project. The new Village Living Municipal Complex, designed by Spectra Squares, is set to open this month. The complex will house the City of Mountain Brook's police and fire departments, as well as the city's administrative offices.

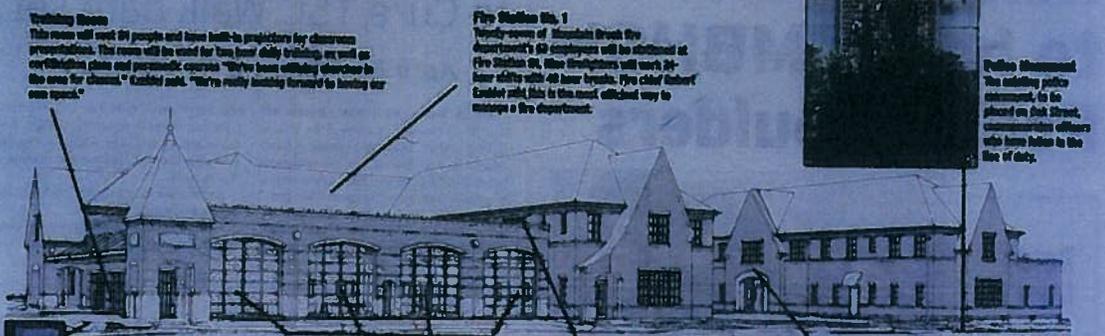
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Back View Facing Emmet O'Neal Library



Training Room
This room will be used for law enforcement training, as well as for community classes and seminars. The room will be a modern, open-plan space with large windows overlooking the city.

Fire Station No. 1
The fire station will be a modern, open-plan space with large windows overlooking the city. The station will be a landmark building for the city and will provide a modern workspace for fire department employees.



Police Museum
The police museum will be a landmark building for the city and will provide a modern workspace for police department employees. The museum will be a modern, open-plan space with large windows overlooking the city.

9/11 Monument
The 9/11 monument will be a landmark building for the city and will provide a modern workspace for city employees. The monument will be a modern, open-plan space with large windows overlooking the city.

Apparatus Bay
The fire department will have four bays for a pump apparatus, an apparatus with an aerial ladder, an ambulance and the chief commander's vehicle.

Conference Room
This room will be used for committee meetings, staff meetings, and architects and builders meeting with the fire department to discuss the codes. Endell said this room will definitely be used frequently in the coming months, especially regarding the Lane Park project.

Police Station
The Mountain Brook police department currently has 60 sworn officers and approximately 15 support staff including supervisors, dispatch and patrol officers. The new police station will have ten holding cells and 10 inmate cells. An emergency response shelter in the parking lot has been permitted to act as headquarters of disaster relief. "We have an instant command center with everyone in our room," said Ted Cook, police chief.

CITY HALL from pg 1

concerning historic events occurring in Mountain Brook, including copies of Village Living. The copies will be located in the wall underneath the neon sign in the main lobby.

Security and durability were also key components of the facility's design. Here are some interesting features of the complex:

• The underground parking lot contains a 280 square-foot backup emergency response center, complete with full-power, emergency dispatch, phones, screens and data for the city manager, police and fire departments in case anything happens to the city.

• The main complex and police department are linked by an underground parking lot, which can serve to keep inmates off the street before and after court.

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NEWS

♦ MOUNTAIN BROOK

New Municipal Complex Open

By WILLIAM C. SHELLEY III
JOURNAL CONTRIBUTOR

After nearly two years of operating city business from temporary facilities, Mountain Brook city police and fire officials are finally back in one spot.

City officials started moving into the new 53,000 square-foot municipal complex April 24, although at press time Bradford & Gorrie, the chief contractor for the project, was applying the finishing touches to the Church Street building.

Robert McElroy, senior project manager for Bradford & Gorrie, said last week that construction is pretty finished except for the front of the municipal building, which will include a fountain and large chess-board and pieces cast in different color stone. The chess pieces will stand three feet tall, he said.

The rest of the building won't be finished until the end of May, McElroy said.

For the past two years, the city's administrative offices occupied rented space off Mountain Road. The police and fire departments set up temporary offices at Office Park Circle off U.S. 281.

The project was initially projected to be completed by February 2012.

City officials said they were glad to finally see light at the end of the tunnel on the project.

"We've been looking forward to getting the city employees back into a really fabulous facility and getting all this construction out of the middle of Courtland and getting the employees cars parked underneath the building," said Council President Virginia Smith. "It will free up a lot of parking around the village."

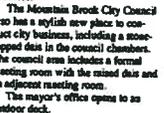
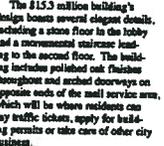
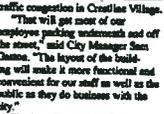
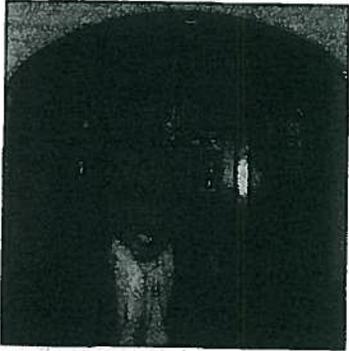
The municipal complex has separate buildings for the police and fire departments, including bays for fire vehicles. The Mountain Brook Fire Department has a two-level station at the rear of the complex facing Oak Street. The fire department facility includes 10 dorm rooms for firefighters, a training room and a full kitchen. There is also a day room and a small library in the fire department.

A bridge over the underground parking area separates the police and fire departments.

The Mountain Brook Police Department occupies a facility facing Thicket Street. The city jail, administrative and dispatch offices are on the ground floor and the offices of police officials and investigators are upstairs.

The new police department features an armory, evidence lockers, heavy metal doors and bullet and bomb-proof windows.

The complex comes with an underground parking deck to accommodate more than 60 spots for employees, which is expected to ease



City Manager Sam Oden stands outside the new Mountain Brook City Council chambers. A statue outside the police department of the new Mountain Brook municipal complex honors police officers who have died in the line of duty. *Inset photo by William C. Shelley III*

The elegant design continues on the building's exterior.

"The front part of this building has a lot of beautiful stone to signify the quality of this community," McElroy said.

The council president said that the city accomplished its goals within its budget.

"We really didn't go all out," Smith said. "We have a great dirt room space. And the public space looks very nice. But when you get behind the public space, the area is very industrial. It's very serviceable and terrific, but it's not fancy."

The mayor said he's pleased with how the new municipal complex turned out, both aesthetically and financially.

"We wanted to make it look nice," Oden said. "And the architects we had were able to do that at a reasonable cost. A lot of us couldn't believe it either. But they did it. And the nice thing about it is that it's paid for."

William Blackstock Architects designed the complex with the aim to complement the surrounding village architecture, with red brick, Tudor-style details and a sloping roof line. The company also designed the Vestavia Hills Civic Center.

The city's former municipal complex had about 78,000 square feet of space and was built nearly 45 years ago. The 1967 City Hall was demolished in 2010.

A grand opening for the new municipal complex will be held later this year, city officials said. ♦

Grader wins life writing award
The book will be the national competition.



LASTING MEMORIAL
World Trade Center beams arrive; will all outside fire departments

Gardens gears up for hydrangea sale
The sale will be held at the city's public gardens.



LASTING MEMORIAL
World Trade Center beams arrive; will all outside fire departments





the Reporter

Mountain Brook, Ala.

MAYORS MESSAGE

Our new Municipal Complex is now a reality. City Administration, the Chamber of Commerce and our Police and Fire Departments are all in a central location, providing a more efficient operation of city business.

The memorial dedicated to our fallen policemen has been relocated in front of the Police Department, and a new special feature has been located next to the Fire Department. It is a steel H-beam retrieved from the wreckage of the World Trade Towers. We acquired this beam from the Port Authority of New York and New Jersey and used it to create a sculpture to memorialize the many brave people who were part of the tragic and historical event of September 11th. The relocation of the police memorial and the placement of the World Trade Tower beam was made possible by financial assistance from the Lann-Henley Charitable Trust.

There are also some fun features for you to enjoy such

as an over-sized chess set in the front yard of City Hall and Spartan Square, a walk made up of engraved bricks donated by residents. We hope you will visit our new complex and enjoy all that there is to offer.

It is my pleasure to invite you to be a part of the grand opening of our new Municipal Complex which is scheduled for Sunday, August 25th from 2:00 p.m. until 4:00 p.m. I hope you will join in the festivities and tour our city's buildings.

Sincerely,

Lawrence T. Oden

The Chess Set is Back!

The City has placed the chess set back in front of City Hall. Now there are pavers for the chessboard instead of the plastic board used before.

Come by, and play a match with your friends or family!

