

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JANUARY 13, 2014**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 13th day of January, 2014. The Council President called the meeting to order and the roll was called with the following results:

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

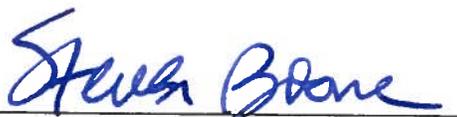
Absent: Jesse S. Vogtle, Jr.

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

**1. AGENDA**

1. Traffic control recommendations on Fairmont Drive – Chief Cook (Appendix 1). There was no action taken at this time. A meeting will be held in the future for the benefit of the affected neighbors.
2. Request by James Lowery to place signs along the historic Birmingham Mineral Railroad route – Dana Hazen (Appendix 2). There are no issues with respect to a City's sign ordinance. This matter will be brought before the Village Design Review Committee for review and consideration before proceeding.
3. Dog Waste ordinances of other cities – Nathan Kelley, City Management Intern (Appendix 3). It was the general consensus of the members of the council that no ordinance be adopted that cannot be effectively enforced.
4. Three-way (3) stop request at Dexter Avenue and West Montcrest – Chief Cook (Appendix 4). A meeting will be held with affected residents to discuss. Stop signs were not proposed at this time.
5. Mobile communications small antenna network development – Steven Boone (Appendix 5). The members of the City Council expressed concern over the following agreement provisions: 1) non-compete, 2) indemnification for passive negligence, and 3) seemingly perpetual commission arrangement.

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

  
\_\_\_\_\_  
Steven Boone, City Clerk

**Sam Gaston**

**From:** Ted Cook  
**Sent:** Friday, December 20, 2013 10:51 AM  
**To:** Sam Gaston  
**Subject:** Fwd: Traffic Count Fairmont Drive  
**Attachments:** 100 Block Fairmont Drive 12-20-13 Speed.pdf; ATT00024.htm; 100 Block Fairmont Drive 12-20-13 Volume.pdf; ATT00027.htm; 100 Block Fairmont Drive 12-20-13.doc; ATT00030.htm

Looking at the data, only 7 of the 1111 vehicles were traveling more than 10 mph over the speed limit and none of those were more than 15 mph over. See the Word document attached.

Sent from my iPad

Begin forwarded message:

**From:** Jay Williams <[williamsj@mtnbrook.org](mailto:williamsj@mtnbrook.org)>  
**Date:** December 20, 2013 at 9:20:14 AM CST  
**To:** Lt Greg Hagood <[hagoodg@mtnbrook.org](mailto:hagoodg@mtnbrook.org)>, Ted Cook <[cookt@MTNBROOK.org](mailto:cookt@MTNBROOK.org)>  
**Subject:** Fwd: Traffic Count Fairmont Drive

Traffic Count fairmont

----- Forwarded message -----  
**From:** Jason Rhoads <[rhoadsi@mtnbrook.org](mailto:rhoadsi@mtnbrook.org)>  
**Date:** Fri, Dec 20, 2013 at 4:00 AM  
**Subject:** Traffic Count Fairmont Drive  
**To:** Jay Williams <[williamsj@mtnbrook.org](mailto:williamsj@mtnbrook.org)>  
**Cc:** Jason Carmack <[carmackj@mtnbrook.org](mailto:carmackj@mtnbrook.org)>

Per your request.

--  
 Sgt. Jason Rhoads  
 Mountain Brook Police Department  
 101 Tibbett Street  
 Mountain Brook, AL 35213  
 205.802.3847 (desk)  
 205.288.1372 (cell)  
 205.874.0646 (fax)  
[rhoadsi@mtnbrook.org](mailto:rhoadsi@mtnbrook.org)

--  
 Lieutenant J.C. Williams  
 Mountain Brook Police Department  
 101 Tibbett Street  
 Mountain Brook Alabama 35213  
 205-802-3862 Office  
[williamsj@mtnbrook.org](mailto:williamsj@mtnbrook.org)

1/9/2014

**Memorandum**

**To:** Lt. J. Williams  
**From:** Sgt. J. Rhoads  
**Date:** 12/20/13  
**Re:** Traffic Count – 100 Block Fairmont Drive

Per your request I conducted traffic count on Fairmont Drive. Data was gathered concerning speed and volume. The following data was gathered:

	Southbound		Northbound		Total	
Vehicles counted	530		581		1111	
Average speed	mph		mph		Mph	
	#	%	#	%	#	%
00-15 mph	173	32.6	195	33.6	368	33.1
16-20 mph	183	34.5	189	32.5	372	33.5
21-25 mph	131	24.7	168	28.9	299	26.9
26-35 mph	43	8.1	29	5.0	72	6.5
Peak time	Rush hours		Rush hours		Rush hours	

Northbound traffic flows from Euclid Avenue  
 Southbound traffic flows from Lorena Lane

**Conclusion:** This study began Friday December 13<sup>th</sup> and continued through Thursday December 19<sup>th</sup>. Peak travel times for the weekdays included morning rush hour. Traffic volume also peaked in the afternoons during school pickup. During the two weekend days, traffic volume was heavier around lunchtime.

**Note:** Speed limit 20 mph.

**Cc:** Chief T. Cook  
 Captain G. Hagood

Historic Birmingham Mineral Railroad (BMRR)

(Birmingham Mineral Railroad Company, a Division of the Louisville and Nashville Railroad Company)

Signs Project Proposal

(Could become part of a more extensive "Alabama Rail Trail")

DRAFT as of December 8, 2013

Prepared by James Lowery
jlowery2@gmail.com
Home (205) 252-5337
Cell (205) 908-0179

Background and Purpose of Project

People drive, walk, and bicycle every day in areas where the historic Birmingham Mineral Railroad (BMRR) ran throughout the Birmingham and surrounding areas without ever being aware that the BMRR was located in those places.

Use of the Birmingham Mineral Railroad continued in various forms and locations throughout the peak of Birmingham's iron ore mining and iron and steel production era.

Education about, and awareness of, the BMRR locations would go a long way toward educating the general public, tourists, teachers, students, and historians about the BMRR system and its role in the Birmingham area's history.

Project Description

This project involves having signs installed at various locations around Birmingham and the surrounding area where the Birmingham Mineral Railroad ran so that people will become

- Huntsville #2 Branch
Helena and Blocton Branch
Pioneer Branch (possibly)
BB&B (Brierfield, Blocton, and Birmingham) Branch

There are other branches and short spurs that were part of the BMRR, and other locations for the signs will be explored along those routes in the future such as when trails and greenways are developed that intersect the former BMRR routes.

Design of Signs

It is envisioned that the signs that would be installed as part of this project would be installed similar to "Speed Limit" signs alongside streets and roads with a channel post holding the signs in a similar way that "Speed Limit" signs are erected.

Main large sign -- same at all locations -- probably 18 inches wide by 24 inches high
Contents and wording: [logo at the top]
Historic
Birmingham
Mineral
Railroad
Site
[possibly L&N Historical Society logo]

Smaller "Sub-signs" -- There would be smaller "sub-signs" installed below the main large signs. These smaller signs would be about 18 inches wide by 8 to 10 inches high and would have the purpose of delineating the following:

- 1. One sub-sign would designate the particular branch of the BMRR that ran at that location and the dates that it was in existence (or in operation)
2. One sub-sign would list the URL for the website at which could be found additional information as indicated in the website section of this proposal.
3. An optional sub-sign would be used at locations where signs are installed not at an actual location where the BMRR ran but, instead, at a location nearby.

more aware of that part of this area's history. The signs would be installed in high-visibility areas such as along Montclair Road, in English Village, on Ruffner Road, on Highway 231 near Oneonta, in parks related to the area's iron history, etc., where a lot of people in cars or on foot would see the signs.

In some ways, the signage and information provided by this project could be thought of as an "urban trail." In some places, it will naturally connect to existing urban trails such as the Vulcan Trail along Red Mountain, which is a walking trail on the roadbed of the original BMRR.

In addition to persons in vehicles driving by, and seeing, the BMRR signs and learning about that part of our history, local bicyclers and urban hikers might be interested in following the routes of the BMRR and learning about that part of our history from the signs and website that would be part of this project.

As part of the signage, the name of the Branch that ran in that location and the dates the Branch was "active" in hauling minerals and ores in the Birmingham area would be listed.

Initial Locations of Signs

Approximately 50 locations around the Birmingham area and into the Oneonta, Helena, and West Blocton areas have been identified as possible locations where the signs could be installed initially.

For planning purposes, BMRR branches that have been identified thus far as ones along which signs would be installed initially are as follows:

- Red Gap Branch
Gate City Branch
North Branch
South Branch
Huntsville #1 Branch

Possible Logo

A logo for the project and signs has been proposed that will represent the BMRR's role in the area's iron history. The proposed logo ties the area's iron-related mineral and ore mining to the railroad facilities that transported those minerals and ores.

Ongoing Sign Monitoring and Maintenance Plan

Every installed sign will be visited and inspected at least once a year.

Signs requiring cleaning will be cleaned with an appropriate cleaning agent. Signs will be purchased with a protective coating that will allow them to be cleaned easily and often.

Signs needing to be replaced will be ordered, and replacements will be installed.

Maintenance on installed signs needed because of fading, damage, missing signs, damaged posts, posts out of vertical, etc., will be performed or will be requested of the original installing entity.

Officials at parks or similar locations where signs have been installed will be expected to monitor the signs at their facility and to report any problems they find. Likewise, private property owners where signs have been installed will be requested to monitor the signs and to report problems for correction.

Whenever the information on the smaller sub-signs that were installed below the large signs becomes obsolete or changes, replacement sub-signs containing the current information will be purchased and will be installed on the posts in place of the signs containing the out-of-date information.

The overall budget for the signs project includes an entry for monitoring and maintaining the signs.

Possible Internet Presence and Website

It is envisioned that the Internet/World Wide Web presence would include the following major components:

- 1. A map showing locations of the signs, GPS coordinates (latitude/longitude), the name of the Branch that ran there, etc.
2. Each location of a sign on the map could be "clicked on" to bring up additional information about that BMRR route, dates of operation, site or facility information, and historical photographs of that site (in some instances, "then and now" photographs).
3. General information about the area's iron history.
4. Locations of current historical facilities, parks, etc., that help to tell the story of the area's iron history and links to the websites of those facilities, parks, etc.
5. Additional resources and links for learning more about the area's iron history and the BMRR.

APPENDIX 2

As indicated elsewhere in this proposal, the small sub-signs on each sign post would contain the website address and a QR code that would connect to the Internet website.

If it is appropriate, links could be made to local geocaching websites or from those websites to this one in order to encourage use by geocachers.

**Brochure**

In addition to a website, it is anticipated that a brochure explaining the BMRR and with a map of the sign locations would be developed that could be placed at locations such as the Leeds Depot, Bessemer Hall of History, Heart of Dixie Railroad Museum, Alabama Welcome Centers, etc.

**Supportive Organizations and Individuals**

Thus far, the following have expressed their support of this project by providing information, contacts, votes of support, in-kind assistance, financial assistance, etc. (Lists will be developed further as organizations are contacted for support and assistance.)

**Endorsements**

- Railway & Locomotive Historical Society – Mid-South Chapter Board of Directors
- Birmingham History Center

**Organizations**

Plans are to contact organizations such as the following for their endorsement or support of this project.

- Freshwater Land Trust (Red Rock Ridge and Valley Trail)
- Railway & Locomotive Historical Society – National Board of Directors
- Louisville & Nashville Railroad Historical Society (The BMRR was part of the L&N Railroad Company.)
- Society for Industrial Archaeology (Southern Chapter or local contacts)
- CAWACO RC&D (Resource Conservation and Development)
- REV Birmingham (Revive Birmingham)
- Boatright Enterprises, Inc.
- Bessemer Hall of History (located in the historic Bessemer Depot)
- Red Mountain Park
- Vulcan Park
- Railroad Park
- Sloss Furnaces National Historical Landmark
- Ruffner Mountain Nature Center
- Tannehill Ironworks Historical State Park
- Brierfield Ironworks Historical State Park
- Jefferson County Historical Association

- Birmingham Historical Society
- Heart of Dixie Railroad Museum
- Blount County Memorial Museum
- Blount County Historical Society
- Alabama Historical Commission
- Shelby County Museum Trail (under development)
- Birmingham Neighborhood Associations in the areas where the signs would be installed
- Eco-tourism efforts such as are being explored by several state agencies
- Mayors of localities in which the signs would be installed (for example, Mountain Brook, Birmingham, Irondale, Trussville, Pinson, Tarrant, Oneonta, Helena)

**Individuals**

There are many individuals in the Birmingham area who are knowledgeable about the Birmingham Mineral Railroad, its routes, and its history, and they will be asked to provide information about the BMRR and assistance with various aspects of this project. Also, officials such as the mayors of several of the locales where signs are to be installed will be asked to support the project by facilitating, or providing, the installation of the signs on street or highway right-of-ways in their jurisdictions. For signs to be installed on state highway right-of-ways, ALDOT officials will be contacted for permission.

Individuals who already have provided valuable information and assistance are as follows:

- Marty Schulman
- Jeff Newman
- Marvin Clemons
- Lyle Key
- Eric McFerrin
- Stan Burnett
- John Stewart
- Patti Pennington
- Erskine Ramsay
- Ryan Parker
- Stan Moss

**Costs**

For initial planning purposes, rough estimates of project costs are as follows:

Purchase and installation of signs included in "phase 1"	\$5,000
Initial development of map and basic information on website	\$2,000
Purchase and installation of signs included in "phases 2 and 3"	\$5,000
Further development of website materials and information	\$2,000
Miscellaneous costs for map scanning, reproduction, etc.	\$1,000
Ongoing annual monitoring and maintenance of installed signs	\$2,000
<b>TOTAL</b>	<b>\$17,000</b>

APPENDIX 2

**Attachments**

(NOTE: If the proposal is emailed, the attachments are sent in separate files.)

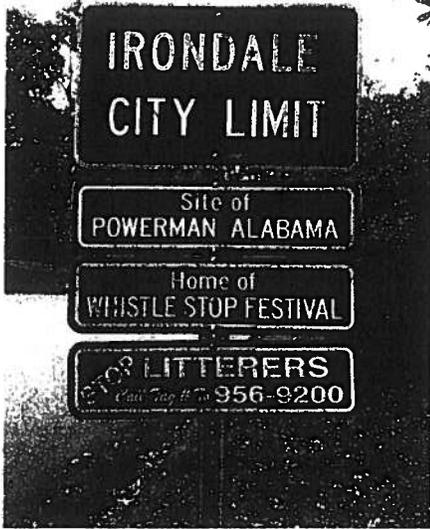
List of initial locations for the signs and correlative information

Photographs of examples of similar-sized existing signs

Example of a street-side sign for historical purposes.



18" x 24"



Example of staked signs.  
 NOTE: Size and proportions would be similar to these but different.

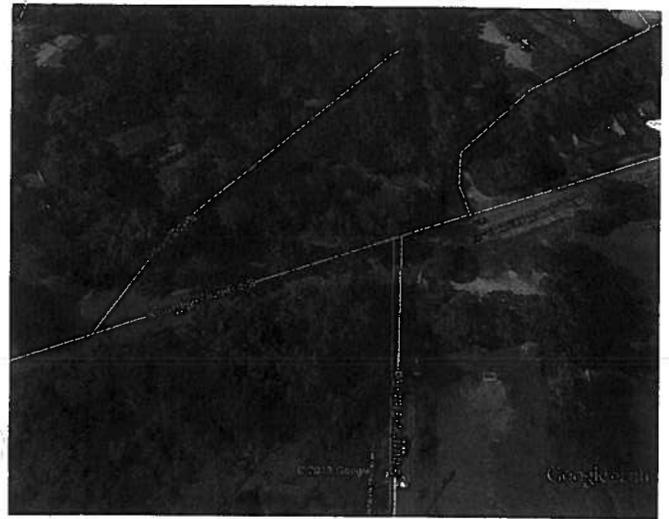


Google earth feet meters 200 80

APPENDIX 2



Google earth feet meters 200 80



Google earth feet meters 200 80



Google earth feet 300 meters 100



Example of 18 inch by 24 inch sign and wording that would fit on it.



Example of sign and approximate size.

**Historic Birmingham Mineral Railroad (BMRR)**  
 (Birmingham Mineral Railroad Company, a Division of the Louisville and Nashville Railroad Company)

Prepared by James Lowery with information from Mary Schulman, Jeff Newman, Stan Blumest, and Bob Yull

Sign Locations

NOTE: "P" in "Initial Priority" column indicates that the location is a park, generally associated with Birmingham's iron history.

Initial Priority	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-signs	Notes	Contact Information	Number of Signs
1P	Red Mountain Park	In Park (At kiosk & where trails cross BMRR)	Park Officials	South		Park officials decide locations	Eric McFerrin	?
1	Venice Road (near Red Mountain Park)	Street Edge	Birmingham	South		Where South Branch crossed Venice Road	Jeff Newman	1 or 2
1P	Railroad Park	In Park	Park Officials	Railroad Reservation		Park officials decide location		1
2P	Birmingham Amtrak Station (after renovation?)	Station Platform	Amtrak OR trackage owner	Railroad Reservation		Amtrak or Station Manager decide Location		1
1P	Sloss Furnaces	In Park	Park Officials	Reserved for Mechanical Enterprises		Park officials decide location		1

Initial Priority	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-sign	Notes	Contact Information	Number of Signs	Initial Priority 2?P	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-sign	Notes	Contact Information	Number of Signs
1P	Vulcan Park	In Park	Park Officials	Red Gap		Park officials decide location		1		Ruffner Mountain Nature Center (Birmingham side of mountain)	In Park - Near nature center building	Park Officials	Gate City				1
1P	Vulcan Trail	Trail Head (on Richard Arrington Boulevard)	Birmingham	Red Gap				1	1P	Ruffner Mountain Nature Center (Irontdale side of mountain)	Eastern Trail Head Parking Lot on Ruffner Road	Park Officials	Gate City			Interim Director?	1
3P	Vulcan Trail (western end)	Trail Head (western end)	Birmingham	Red Gap				1	1P	Ruffner Mountain Nature Center (Irontdale side of mountain)	Western Trail Head (Across from ball fields)	Park Officials	Gate City			Interim Director?	1
1	Green Springs Highway (Just north of crest of Red Mountain)	Street Edge	Birmingham (possibly also ALDOT)	Red Gap		This is Alabama Highway 149, so ALDOT may have to approve.	ALDOT?	2	1P	Ruffner Mountain Nature Center (Irontdale side of mountain)	Along trail to wetland	Park Officials	Gate City			Interim Director?	1
2P	Birmingham Botanical Gardens	Near Main Building	Park Officials	Red Gap	Arrow and .6 Mile	Garden officials decide location	Fred Spicer	1	1P or 2P	Trussville (downtown park beside Cahaba River)	In Park	Trussville	Gate City		Park officials decide location	Mayor Gene Melton	1
2P	Birmingham Zoo	Near Ticketing Entrance	Park Officials	Red Gap	Arrow and .8 Mile	Zoo officials decide location		1	2	Crestwood Boulevard (U.S. Highway 78) at BMW Motorcycle Dealership	Street Edge	Birmingham (possibly also ALDOT)	Red Gap		This is U.S. Highway 78 so ALDOT may have to approve.	ALDOT?	2
2P	Birmingham Zoo Entrance on Cahaba Road	Cahaba Road Entrance	Park Officials	Red Gap	Arrow and .6 Mile	Zoo officials decide location		1	1	Below Trinity Hospital at Walking Trail	Trail Head	Birmingham OR Private	Red Gap		Trail head is probably private property.		1
1	Woodlawn United (Revive Woodlawn) (revitalization area)	Street Edge 1st Avenue North OR street nearest BMRR location	Birmingham	Gate City			REV Birmingham (Revive Birmingham)	2?	2	Below Trinity Hospital along Montclair Road	Street Edge OR in Clearing	Birmingham OR Private	Red Gap		Cleared set-back of trees is optimal.		1

Initial Priority	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-sign	Notes	Contact Information	Number of Signs	Initial Priority	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-sign	Notes	Contact Information	Number of Signs
1	Entrance to Gate City Neighborhood	Near "Pride in Gate City sign on Georgia Road at Brussels Avenue	Birmingham	Gate City				1	1	Levite Jewish Community Center	Street Edge	Birmingham	Red Gap				1
1	Pinson	Park at southwest corner of Center Point Road and Main Street (SEE NOTES)	Pinson	Huntsville #2		Alternate or additional locations are City Hall or Library or antique shop	Mayor Hoyt Sanders	1 or more	1	Morningside Drive behind Crestline Post Office	Street Edge	Birmingham	Red Gap				2
1	Pinson	Park at southwest corner of Center Point Road and Main Street (SEE NOTES)	Pinson	Huntsville #2		Alternate or additional locations are City Hall or Library or antique shop	Mayor Hoyt Sanders	1 or more	✓	Across Morningside Drive from Crestline Post Office	In triangular grassed area	Mountain Brook OR Private	Red Gap	Arrow pointing up Morningside Dr.		Mayor Terry Oden	1
1	Irontdale (Historic Downtown)	Railroad Viewing Platform	Irontdale	Gate City	Arrow and 1/4(?) Mile		Mayor Tommy Joe Alexander	1	1P	Triangular Park at intersection of Country Club Road and Montclair Road	Park Entrance	Private	Red Gap			Bernard Frei	1
1	Irontdale (on Georgia Road near Ruffner Road)	Street Edge	Irontdale	Gate City			Mayor Tommy Joe Alexander	1	2?P	Ramsay Park	Parking Lot Edge OR Beside Park Sign	Birmingham Parks and Recreation	Red Gap				1
1	Irontdale (Crestwood Boulevard at 16th Street South)	Triangular grassed Area	Irontdale (possibly also ALDOT)	Gate City	Arrow and 1/2(?) Mile		Mayor Tommy Joe Alexander	1?	✓	Country Club Road just after Montclair Road intersection	Street Edge	Mountain Brook	Red Gap			Mayor Terry Oden	1
1	Bessemer Hall of History	Near Building or Across the Street	Bessemer Hall of History	North		Museum officials decide location	Hall of History Director	1	✓	English Village	Street Edge	Mountain Brook	Red Gap			Mayor Terry Oden	2
1, 2, and 3	Red Rock Ridge and Valley Trail	Places where trails cross the former BMRR railbed.	Various	Various			Ryan Parker, Freshwater Land Trust	Varies	✓	Oxford Road between Sterling Road and Carlisle Road	Street Edge	Mountain Brook	Red Gap			Mayor Terry Oden	2
									1	Carlisle Road Near Montrose Place South	Street Edge	Birmingham	Red Gap		This is near the Hedona Mine site.		1

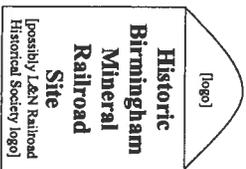
APPENDIX 2

Initial Priority	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-sign	Notes	Contact Information	Number of Signs
1 or 2?	Tarrant (Highway 79 at Dolcino Quarry?)	Highway Edge	Tarrant (possibly also ALDOT depending on sign placement)	Huntsville #2		Sign could be placed near the small switch engine in front of quarry.	Vulcan Materials if sign is placed on their property.	1
2P or 3P	Tarrant (Chief Wm. C. "Billy" Hewitt Park)	In Park	Tarrant	Huntsville #2	Arrow and 1(?) Mile	Park officials decide location		1
3P	Turkey Creek Preserve	In Park	BSC Southern Environmental Center OR Freshwater Land Trust	Huntsville #2	Arrow and 1(?) Mile	Park owners decide location - may be Freshwater Land Trust	Roald Hazelhoff	1
2	Fairfield (on Valley Road near U. S. Steel Plant)	Street Edge	Fairfield	Huntsville #1				2
2	Ensley (near former Ensley Steel Plant)	Street Edge	Birmingham	Huntsville #1				1
2	Fultondale (on U. S. Highway 31 near coke ovens)	Highway Edge	Fultondale (possibly also ALDOT)	???? Huntsville #1		???Served the coke ovens beside Five Mile Creek	City of Fultondale and ALDOT	2
3	Pratt City	Street Edge	Birmingham	Huntsville #1	Arrow and 2 Miles	Reutilization area?		1?
2P or 3P	West Blocton Coke Oven Park	In Park AND at Park Entrance	West Blocton	Helena and Blocton		Park officials decide location		2

APPENDIX 2

Main large sign -- same at all locations -- probably 18 inches wide by 24 inches high

General sign content:



Smaller "Sub-signs" -- There would be smaller "sub-signs" installed below the main large signs. These smaller signs would be about 18 inches wide by 8 to 10 inches high and would have the purpose of delineating the following:

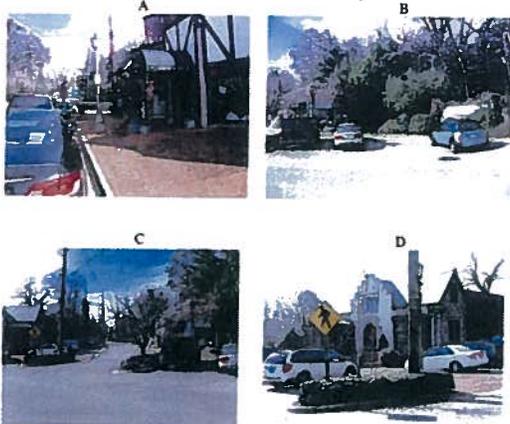
1. One sub-sign would designate the particular branch of the BMRR that ran at that location and the dates that it was in existence (or in operation)
2. One sub-sign would list the URL for the website at which could be found additional information as indicated in the website section of this proposal. It is envisioned that such sub-sign also would include a QR code for connecting to the website.
3. An optional sub-sign would be used at locations where signs are installed not at an actual location where the BMRR ran but instead at a location nearby. Such sub-signs would contain an arrow pointing in the direction of where the BMRR actually ran and a notation of how far away it was (for example, 1/4 Mile ---). An example of a location where such a sign might be installed would be at the Birmingham Zoo or its entrance. That sign would point toward nearby English Village where the BMRR ran and where a sign also would have been installed.

Possible Logo

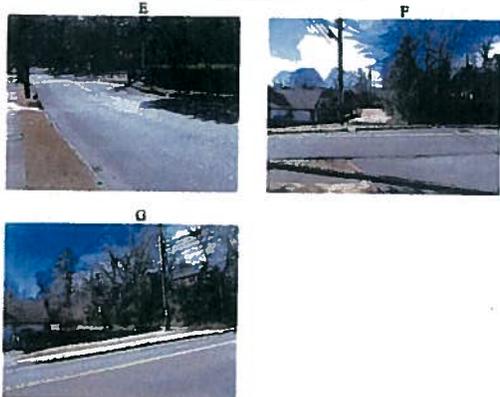
A logo for the project and signs that been proposed that will represent the BMRR's role in the area's iron history. The proposed logo that the area's iron-related mineral and one mining to the railroad facilities that transported those minerals and ores.

Initial Priority	Current Site	Sign Location	Governmental Jurisdiction	BMRR Branch	Sub-sign	Notes	Contact Information	Number of Signs
2P	Tannehill Ironworks Historical State Park	In Park	Tannehill State Park	Pioneer?	Arrow and 2 Miles	Park officials decide location	Tannehill State Park Director	1
2P	Bierfield Ironworks Historical State Park	In Park	Bierfield State Park	???? Bierfield, Blocton, & Birmingham (B.B.&B.)		Park officials decide location	Bierfield State Park Director	1
3	Woodstock at Eastern Valley Road - Switch Location	Street Edge	????	???? Bierfield, Blocton, & Birmingham (B.B.&B.)				1?
3	Alabama Highway 5 Near Woodstock	Highway Edge	ALDOT	???? Bierfield, Blocton, & Birmingham (B.B.&B.)	SEE NOTES	Arrow would Point toward Eastern Valley Road switch location.	ALDOT	2
3P	Oxmoor Cemetery	Street Edge OR In Cemetery	Birmingham OR Cemetery Owners	South	Arrow and distance, if needed	After cemetery is developed?	Jeff Newman	1
2 & 3	Five Mile Creek Greenway	Trail Edge and/or Trail Heads	Various	Huntsville #2 AND others it crosses		Throughout development of the greenway	CAWACO	Varies

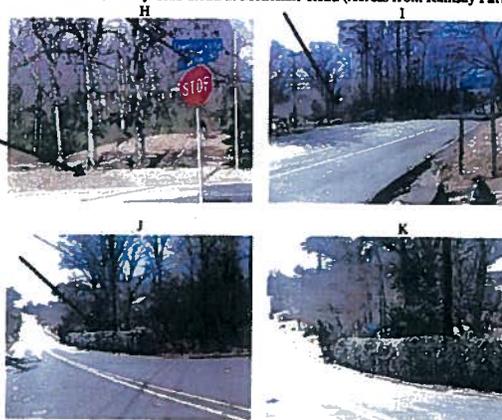
Location: English Village



Location: Oxford Road



Location: Country Club Road at Montclair Road (Across from Ramsay Park)



Location: Montclair Road at Morningside Road/Drive (Across from Crestline Post Office)



Location: Montclair Road Across from Levite Jewish Community Center



APPENDIX 2

## Animal Waste Policies

\* Find out what policies exist, then find out if they are enforced, then find out what laws enforce them.

### I. City-Wide Policies

#### 1) *Vestavia*

"Owner must pick up any solid excrement." - Jason Burnett

A) Originally, under, Ordinance # 2098, Sec. 4-28.

- Dog being a public nuisance (and possibly affecting safety of people) and at large will lead to impound of dog and fine of owner.

- Punishments: Sec. 4-35.

B) \*\* Ordinance # 2265 Section f.

- However, part 3 of section f says that while it is unlawful, "no prosecution shall be commenced and no arrest made pursuant to this section except upon affidavit made before and warrant issued by a municipal judge or magistrate.

- Section N determines how any citizen can make a proper complaint to pursue a court summons. The court appearance allows the Judge to determine whether

guilty or not as well as what the punishment is for a guilty party.

C) **END RESULT:** It is illegal, but only punishable with a court summons from a complaint.

#### 2) *Homewood*

A) Article 2: Offenses related to Animals

a) Section 4-3: Public Nuisances [sec. 2 & 3: offensive or dangerous to public health]

\* If dog is impounded, owner pays the fees to get it out.

b) Section 4-24: Mandatory for the owner or persons in charge of animal to clean up feces; failure to do so can open an investigation by the city and/or health departments.

c) Section 4-34: Summons to court

\*\*\* Almost identical to Auburn's punishment policy.

#### 3) *Hoover*

\* Nothing about feces was mentioned on their webpage. Only topics mentioned were dogs at large, barking, and vaccinations

\* Could not get access to their municode page.

#### 4) *Irondale*

A) Section 3-4: Requirements for proper disposal

- Exempt if owner is disabled.

### III. Cities across the Country (similar Demographics)

#### 1) *Brentwood, TN*

A) Under Ord # 2011-2012, Sec. 10-2, an animal is a nuisance if it creates an odor

B) Violation under sec. 10-7

\*\* Unique way of handling punishments.

#### 2) *Birmingham, MI*

<http://library.municode.com/index.aspx?clientId=10445>

#### 3) *Summit, NJ*

\* <http://www.cityofsummit.org/content/8242/8298/8392/9317/default.aspx>

A) 10-1.8 a & b; 1<sup>st</sup> offense: \$35; subsequent offense \$50





Steve Boone <boone@mtnbrook.org>

**CMA Small Cell Project**

1 message

Paul Reynolds <psr@cma-ind.com> Fri, Jan 3, 2014 at 2:08 PM  
To: boone@mtnbrook.org  
Cc: dsells@mtnbrook.org, Doug Brewer <dougbrewer3684@yahoo.com>

Steve,

I appreciate you taking my call the other day. Per your request, below is a brief summary of CMA's proposed project.

As wireless technology forges forward one of the critical challenges for the carriers is providing more antenna access to an ever larger growing number of wireless consumers. We can expect to see even more devices connected to the wireless infrastructure in the near future. Devices that are on the planning tables today our items such as IP addresses for cars, intelligent buildings, traffic lights, vending machines, HDTV's, and other devices using wireless infrastructure to communicate with central systems. Today, the "cloud" is starting to make its presence known in the IT world. This infrastructure will only increase the demand for this wireless infrastructure. The carriers are looking to provide more towers to accommodate this increasing demand for wireless devices.

Regardless of whether the city endorses this plan, or not, the carriers will be providing more antennas throughout the Mountain Brook area. What CMA is proposing is to develop a plan for the city to benefit both financially and through systems integration with the introduction of these new antenna systems. They will be provided by the carrier and CMA is proposing that the city allows this to happen with the appropriate planning through CMA's intellectual insight. We will act as a member of the city to protect the aesthetics while promoting wireless communications throughout the area. This will become increasingly important for schools as well as benefits to areas like parks and municipal buildings. There will be no cost to the city for this program at any point during CMA's agreement. It is our objective to generate revenue that would not otherwise be available through these efforts.

<https://mail.google.com/mail/u/0/?ui=2&ik=01872181&ik=psr@cma-ind.com&ik=boone@mtnbrook.org&ik=dsells@mtnbrook.org>

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Real life installation



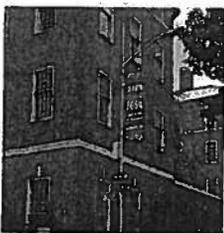
Antenna as part of the fixture

<https://mail.google.com/mail/u/0/?ui=2&ik=01872181&ik=psr@cma-ind.com&ik=boone@mtnbrook.org&ik=dsells@mtnbrook.org>

APPENDIX 5

Below are some examples of ways we may be able to disguise these antennas in order to mitigate any negative exposure. We believe that wireless infrastructure is just at the very beginning stage of what is to come. Those cities which embrace the planning of this technology will benefit greatly both for the city and its constituents.

Examples below:



Integrated into the light fixture



Part of the Light Fixture

<https://mail.google.com/mail/u/0/?ui=2&ik=01872181&ik=psr@cma-ind.com&ik=boone@mtnbrook.org&ik=dsells@mtnbrook.org>

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Small cell at street corner

Also attached is CMA's general agreement. CMA will consult and seek approval from the city before any actual installations are implemented. This will be addressed under a separate lease agreement between the city, CMA, and the service provider. Keep in mind we see ourselves as an arm of your department with IT and finance oversight.

Please let me know if I need to provide any additional information. Thank you.

**CMA, Inc**  
CREATING TOMORROW'S WIRELESS INFRASTRUCTURE

Paul Reynolds

President

E-Mail: PaulR@cma-ind.com

Web Site: CMA-Ind.com

<https://mail.google.com/mail/u/0/?ui=2&ik=01872181&ik=psr@cma-ind.com&ik=boone@mtnbrook.org&ik=dsells@mtnbrook.org>

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**CMA, Inc**  
 CREATING TOMORROW'S  
 WIRELESS INFRASTRUCTURE

**Attachment "B"**

**Scope of Work**

CMA will perform the following task:

- ✓ Conduct an inventory of assets belonging to the municipalities. This shall include defining their latitude, longitude, and elevations.
- ✓ Determine which of the assets can support attachments for micro-towers and/or DAS systems to be used by the carriers for the development of the 4G model.
- ✓ Locate all known fiber routes both underground and aerial. Along with this route define if the fibers are lit and dark and where the termination facility is located. The development of this overlay will establish the best method and location of both the micro-towers and/or DAS.
- ✓ Once assets and facilities are determined CMA shall actively market the municipal assets to wireless carriers, broadband access carriers, and fixed wireless carriers. It will take an aggressive and creative campaign program to persuade carriers to choose municipal assets over that of the private sector.
- ✓ Once the carrier has expressed interest in a given area CMA will provide a detailed engineering plan for the deployment of a 4G deployment.
- ✓ Upon the carriers' review CMA will refine the design for final evaluation.
- ✓ CMA will then engage the appropriate city officials and engineers to review the design and plans for final approval of deployment.
- ✓ The CMA team will then supervise the installation to ensure that it is done according to specifications and design as approved by the municipal entity.
- ✓ Once all installations are complete CMA will then inspect and certify installations have been done according to standards and code.
- ✓ CMA will then provide the municipality detail records and asset listings of all wireless assets.
- ✓ CMA will establish the appropriate billing and collections for the aforementioned assets sites.
- ✓ CMA will conduct quarterly reviews of all sites and continue to market to other carriers for additional revenue opportunities.
- ✓ CMA will provide the municipality quarterly reports and provide funds to appropriate accounts. CMA will fully comply with external audits on a yearly basis.

**Definitions:** DAS - stands for Distributed Antenna System.

Micro Towers - is an antenna system that is much smaller than traditional systems and is not required to be mounted on a tower.

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
JANUARY 13, 2014**

---

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber (Room A108) at 7:00 p.m. on Monday, the 13th day of January, 2014. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: Jesse S. Vogtle, Jr.

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

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

**1. RECOGNITION OF CITY'S EMPLOYEES OF THE YEAR**

The following employees were recognized and presented with plaques:

- Police Officer of the Year – Don Garrett.
- Police Civilian of the Year – Cathy Boyd
- Firefighter of the Year – John Head
- Public Works Employees of the Year – Andrew Gidley and Clint Clark
- Park Board Employee of the Year – Terry Webb

**2. CONSENT AGENDA**

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

Approval of the minutes of the December 9, 2013 meeting of the City Council.

<b>2014-001</b>	Ratify the following fiscal 2013 transfers: 1) \$4,000,000 from the General Fund (100) into the Capital Project Fund (441), 2) \$2,000,000 from the Infrastructure Capital Projects Fund (417) to the General Fund (100), and 3) \$69,823.58 from the Park Board Fund (115) into the Emergency Reserve Fund (146).	Exhibit 1, Appendix 1
<b>2014-002</b>	Declare certain vehicles surplus and ratify their sale to the City of Clay.	Exhibit 2, Appendix 2
<b>2014-003</b>	Declare certain equipment surplus and authorize its sale at public Internet auction.	Exhibit 3
<b>2014-004</b>	Authorize the execution of a Business Associates Agreement (re: Starnes, Davis & Florie, LLP).	Exhibit 4, Appendix 3
<b>2014-005</b>	Accept the release and indemnification from Katrina Hale with respect to the City's waiver of building code requirements for the property located at 2200 English Village Lane.	Exhibit 5, Appendix 4

**2014-006** Authorize the execution/renewal of an agreement with American Behavioral to provide employee assistance consulting services. Exhibit 6, Appendix 5

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

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

Nays: None

Council President Smith thereupon declared that said minutes and resolutions (nos. 2014-001 through 006) are adopted by a vote of 4—0.

**3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1901) ADOPTING THE 2014 EDITION OF THE NATIONAL ELECTRICAL CODE (NFPA 70) (EXHIBIT 7)**

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

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the ordinance (No.1901 ) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, January 27, 2014 at 7 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

**5. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving pending real estate negotiation. The motion was seconded by Council President Smith. The City Attorney certified that the subject of said executive session was allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

President Smith declared that the motion carried by a vote of 4-0 and then asked that the members of the audience be excused. President Smith also announced that the City Council will adjourn upon conclusion of the executive session.



Steven Boone, City Clerk

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**EXHIBIT 1**

**RESOLUTION NO. 2014-001**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby ratifies the fiscal 2013 transfer from 1) the General Fund (100) of \$4,000,000 into the Capital Project Fund (441), 2) the Capital Projects Infrastructure Fund (417) of \$2,000,000 into the General Fund (100), and 3) the Park Board Fund (115) of \$69,823.58 into the Emergency Reserve Fund (146).

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**APPENDIX 1**

**EXHIBIT 2**

**RESOLUTION NO. 2014-002**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows: It is hereby established and declared that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

Item	Description	Notes
1	2008 Ford Crown Victoria (112,976 miles)	Vin 2FAHP71V98X144215 This unit has the airbag light on and the ABS [brake] light on. The scanner code B1342 indicates the following repairs are needed: ECM brake control module \$559.00 and a \$100.00 core cost. Spot light missing.
2	2010 Ford Crown Victoria (113,012 miles)	Vin 2FABP7BV1AX126723 This unit needs a new battery.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby ratifies the sale of the above property to the City of Clay, Alabama for the following consideration:

Item	Description	Notes
1	2008 Ford Crown Victoria (Vin 2FAHP71V98X144215)	- \$3,000
2	2010 Ford Crown Victoria (Vin 2FABP7BV1AX126723)	- \$3,500

## APPENDIX 2

### EXHIBIT 3

#### RESOLUTION NO. 2014-003

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

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

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

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

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

Line No.	Description	Model	Description
<b>Lot 1</b>			
1	Reddy Heater, 150,000 Btu/Hour, Multi-Fuel, Poor Condition	WPO7116hh	SN: 1012007
2	Reddy Heater, Professional Series, Muti-Fuel, Poor Condition	O18403188	
<b>Lot 2</b>			
3	Jacobsen Push Mower, Professional 20", Poor Condition		SN: 32036/3075

<b>Line No.</b>	<b>Description</b>	<b>Model</b>	<b>Description</b>
4	Jacobsen Push Mower, Professional 20", Poor Condition		SN: 32036/3074
5	Jacobsen Push Mower, Professional 20", Poor Condition		SN: 32036/3086
<b>Lot 3</b>			
6	Top Dresser, Turfco Metermatic 3, Poor Condition	F12D	SN: 85423F08523
7	Top Dresser, Turfco Metermatic 3, Poor Condition	F12D	SN: 85423898811
<b>Lot 4</b>			
8	5 Parker Grass Bins, Fair/Poor Condition		
9	Troy Built Pressure Washer, Professional Series, 3000psi, Poor Condition		SN: 1017292756
10	Gandy Drop Seeder, Fair Condition	36813	SN: 78842
11	Zero Turn Mower, Gravely 44z, Kawasaki Fh500, Poor Condition	992065	SN: OO5016
12	Truckster, 2002 Cushman Turf Truckster (Hours: 1,597)	898627-4054978	SN: LM20880
13	Drafting Table, Fair (Wooden)		
14	Nearly Backlapper, Condition: Runs	330	SN: 98330082

Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to sell the above property by way of public Internet auction or to otherwise dispose of such property that does not sell at said auction.

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**EXHIBIT 4**

**RESOLUTION NO. 2014-004**

**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 execute a HIPAA Business Associate Agreement, in the form as attached hereto as Exhibit A, between the City

and Starnes, Davis & Florie, LLP in order to ensure compliance with applicable Health Information Technology for Economic and Clinical Health Act.

**APPENDIX 3**

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**EXHIBIT 5**

**RESOLUTION NO. 2014-005**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the acceptance of a release and indemnification from Katrina Hale with respect to the City's waiver of building code requirements for the property located at 2200 English Village Lane, in the form as attached hereto as Exhibit A.

**APPENDIX 4**

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**EXHIBIT 6**

**RESOLUTION NO. 2014-006**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Employee Assistance Program Service Agreement, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City and American Behavioral EAP, LLC.

**APPENDIX 5**

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**EXHIBIT 7**

**ORDINANCE NO. 1901**

**AN ORDINANCE AMENDING SECTION 109-56 OF THE CITY CODE ALL INVOLVING THE ADOPTION OF "NATIONAL ELECTRICAL CODE, 2011 EDITION" RELATING TO INSPECTION ACTIVITIES OF THE CITY OF MOUNTAIN BROOK AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODE**

**WHEREAS**, it is the desire of the City Council of the City of Mountain Brook, Alabama, to adopt, in all respects, the International Code Council ("ICC") code relating to electrical construction and installations; and

**WHEREAS**, the adoption of this Code is pursuant to §11-45-8 Code of Alabama (1975); and

**WHEREAS**, the adoption of this Code is done to facilitate proper inspection activities by the City of Mountain Brook, Alabama, relating to construction of buildings within the corporate limits of said city and relating to public safety, health and general welfare;

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

**Section 1.** Section 109-56 of the City Code is hereby repealed and replaced with the following:

**"Sec. 109-56. Electrical code--Adoption by reference.**

The National Electrical Code, 2014 Edition, published by the National Fire Protection Association and available for purchase from the National Fire Protection

Association, 1 Batterymarch Park, Quincy, MA or by calling (800) 344-3555, is hereby adopted by reference as though it were copied herein fully, subject to the amendments of the following sections, as the electrical code of the city.”

**Section 2.** 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 3.** 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.** The effective date of this ordinance shall be March 1, 2014.

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2014-001

DRAFT

----- Forwarded message -----

From: Steve Boone <boones@mtnbrook.org>  
 Date: Fri, Oct 25, 2013 at 4:23 PM  
 Subject: September (preliminary) financial reports  
 To: "Amy G. Carter" <carter.amy01@gmail.com>, "Jack D. Carl" <jdcarl@bellsouth.net>, "Jesse S. Vogtle Jr." <jvogtle@balch.com>, "Oden Lawrence T." <lastvalhalla@aol.com>, "Virginia C. Smith" <woud967@aol.com>, "William S. (Billy) Pritchard III" <billyp@pm-j.com>, Sam Gaston <gastons@mtnbrook.org>

Attached are the financial reports for September. The only transactions remaining are

- 1) the year end revenue accruals which can't be finalized until the end of November,
- 2) invoices continue to come in that must be accrued in fiscal 2013, and
- 3) the sidewalk grant expense and grant receivable accruals.

I have taken the liberty to shift some money (and surplus) between funds which I will bring to the Council in November for final approval. The transfers included in the accompanying financials include:

1. \$70,000 ~~\$69,823.58~~ from the Park Board to the Emergency Reserve Fund. Both funds are components of the General Fund and therefore have no effect on the audited financial statements.
2. \$2 million from one Capital Projects Fund (417) to another Capital Projects Fund (441) to consolidate the monies in the City's primary Capital Projects Fund. [This transfer was accomplished by moving the cash from 417 to 100 to 417.]
3. ~~\$4.7~~ \$4 million from the General Fund to Capital Projects (441) Fund representing the surplus in excess of what was budgeted.

\$1083257

9/30/2013  
 DRAFT  
 STATEMENTS  
 ATTACHED.

The General Operations Fund stands at \$933,000 surplus as compared to the \$607,000 budget surplus.

Regarding the \$70,000 sales tax decrease this September as compared to last September, keep in mind that some additional sales tax revenues will be added to fiscal 2013 once the November collections have been received.

City of Mountain Brook, Alabama  
 Balance Sheet  
 Governmental Funds  
 September 30, 2013

	General	Capital Projects	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>				
Cash and temporary investments	\$ 12,471,922	\$ 10,874,418	\$ 4,785,280	\$ 28,131,620
Cash and temporary investments - restricted	211,803	0	0	211,803
Receivables	1,841,394	338,208	46,370	2,225,972
Due from related organizations	84,547	0	0	84,547
Inventory and prepaid expenses	144,431	0	0	144,431
<b>TOTAL ASSETS</b>	<b>\$ 14,754,097</b>	<b>\$ 11,210,626</b>	<b>\$ 4,831,650</b>	<b>\$ 30,796,373</b>
<b>LIABILITIES</b>				
Accounts payable	\$ 923,065	\$ 519,067	\$ 13,138	\$ 1,455,270
Accrued salaries and wages	712,405	0	0	712,405
Due to related organizations	58,967	0	0	58,967
Other liabilities	988,381	0	0	988,381
<b>TOTAL LIABILITIES</b>	<b>2,682,828</b>	<b>519,067</b>	<b>13,138</b>	<b>3,225,033</b>
Pension obligation (see Note 6)				
<b>FUND BALANCES</b>				
Nonspendable	144,431	0	0	144,431
Restricted	0	0	1,443,216	1,443,216
Committed	53,934	10,681,566	0	10,745,493
Assigned	2,408,112	0	3,375,286	5,784,408
Unassigned	9,453,792	0	0	9,453,792
<b>TOTAL FUND BALANCES</b>	<b>12,061,269</b>	<b>10,691,566</b>	<b>4,818,512</b>	<b>27,571,340</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 14,754,097</b>	<b>\$ 11,210,626</b>	<b>\$ 4,831,650</b>	<b>\$ 30,796,373</b>

APPENDIX I

See accompanying notes to basic financial statements

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City of Mountain Brook, Alabama  
 Statement of Revenues, Expenditures, and Changes in Fund Balances  
 Governmental Funds  
 Year Ended September 30, 2013

	General	Capital Projects	Other Governmental Funds	Total Governmental Funds
<b>Revenues:</b>				
Taxes	\$ 27,187,309	\$ 0	\$ 372,634	\$ 27,559,943
Licenses and permits	4,298,893	0	0	4,298,893
Intergovernmental	84,547	0	0	84,547
Charges for services	728,997	0	313,297	1,042,294
Fines and forfeitures	559,485	0	177,785	737,250
Grants	15,755	496,889	0	514,644
Other operating revenues	577,854	251,061	490,728	1,319,643
<b>Total revenues</b>	<b>33,450,420</b>	<b>749,950</b>	<b>1,354,344</b>	<b>35,554,714</b>
<b>Expenditures:</b>				
<b>Current (operating):</b>				
General government	5,067,000	9,919,627	215,896	15,202,523
Public safety	12,884,029	1,199,241	455,267	14,538,527
Street and sanitation	6,108,529	1,368,869	736,582	8,214,960
Recreational	1,112,903	59,107	0	1,172,010
Library	2,677,231	13,715	0	2,690,946
Debt service:				
Principal	0	0	195,000	195,000
Interest	0	0	163,141	163,141
<b>Total expenditures</b>	<b>27,850,692</b>	<b>12,560,569</b>	<b>1,766,876</b>	<b>42,177,127</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>5,599,728</b>	<b>(11,810,609)</b>	<b>(411,532)</b>	<b>(6,622,413)</b>
<b>Other financing sources (uses):</b>				
Operating transfers in	0	5,734,823	890,538	6,625,461
Operating transfers (out)	(4,624,861)	(2,000,800)	0	(6,625,481)
Operating transfers in - component unit	20,885	0	0	20,885
Donations	87,305	278,500	0	365,805
<b>Total other financing sources (uses)</b>	<b>(4,516,471)</b>	<b>4,010,823</b>	<b>890,538</b>	<b>384,890</b>
<b>Excess of revenues and other financing sources over expenditures and other financing uses</b>	<b>1,083,257</b>	<b>(7,799,986)</b>	<b>479,008</b>	<b>(6,237,723)</b>
<b>Fund balances, beginning of year</b>	<b>10,978,012</b>	<b>18,491,545</b>	<b>4,339,506</b>	<b>33,809,063</b>
<b>FUND BALANCES, END OF YEAR</b>	<b>\$ 12,061,269</b>	<b>\$ 10,691,556</b>	<b>\$ 4,818,512</b>	<b>\$ 27,571,340</b>

See accompanying notes to basic financial statements.

Voucher List City of Mountain Brook

1/2/2014 8:30:30 AM

Voucher	Voucher Description	Date Entered	No Trans	Status	Ctrl Total	Actual Total			
Trans ID	Year	Per Entered	Ledger	Ledger Description	Transaction Notes	Op	Amount	Indep	Status
<b>GJ09-40</b>		<b>GJ 09-40 Capital Transfer</b>		<b>16-Oct-13</b>	<b>S P</b>	<b>\$0.00</b>	<b>\$0.00</b>		
1175151	2013	12	16-Oct-13	10010010000	Pooled Cash, General Operat	GJ 09-40 Capital Transfers /	D	\$2,000,000.00	No X
1175155	2013	12	16-Oct-13	10010010000	Pooled Cash, General Operat	GJ 09-40 Capital Transfers /	C	\$4,000,000.00	No X
1175152	2013	12	16-Oct-13	10011166917	Transfers-Capital One Cent	TGJ 09-40 Capital Transfers /	D	(\$2,000,000.00)	No X
1175156	2013	12	16-Oct-13	10011166941	Transfers-City Capital Proj	GJ 09-40 Capital Transfers /	D	\$4,000,000.00	No X
83788	2013	12	29-Sep-13	10099990000	Expenditure Control	Auto post transaction /	D	\$2,000,000.00	Yes X
1175148	2013	12	16-Oct-13	417710010000	Pooled Cash, Capital Other	GJ 09-40 Capital Transfers /	C	\$2,000,000.00	No X
1175150	2013	12	16-Oct-13	41734084810	Transfers-General Fund	GJ 09-40 Capital Transfers /	C	(\$2,000,000.00)	No X
13009	2013	12	29-Sep-13	41799980000	Revenue Control	Auto post transaction /	C	(\$2,000,000.00)	Yes X
1175154	2013	12	16-Oct-13	44110010000	Pooled Cash, Capital Projects	GJ 09-40 Capital Transfers /	D	\$4,000,000.00	No X
1175153	2013	12	16-Oct-13	44134084810	Transfers-City General Fund	GJ 09-40 Capital Transfers /	C	\$4,000,000.00	No X
73348	2013	12	29-Sep-13	44199980000	Revenue Control	Auto post transaction /	C	\$4,000,000.00	Yes X

Financial Unit	Sum of NonIndependent		
100 General Fund	C		\$4,000,000.00
100 General Fund	D		\$4,000,000.00
417 Capital Projects-Other	C		\$0.00
441 Capital Projects-City	C		\$4,000,000.00
441 Capital Projects-City	D		\$4,000,000.00

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Voucher List City of Mountain Brook

1/2/2014 8:29:47 AM

Voucher	Voucher Description	Date Entered	No Trans	Status	Ctrl Total	Actual Total			
Trans ID	Year	Per Entered	Ledger	Ledger Description	Transaction Notes	Op	Amount	Indep	Status
<b>GJ09-39</b>		<b>GJ 09-39 Intrafund Transf</b>		<b>25-Oct-13</b>	<b>S P</b>	<b>\$0.00</b>	<b>\$0.00</b>		
1180391	2013	12	25-Oct-13	10010010000	Pooled Cash, General Operat	GJ 09-39 Intrafund Transfer /	D	\$69,823.58	No X
1180395	2013	12	25-Oct-13	10010010000	Pooled Cash, General Operat	GJ 09-39 Intrafund Transfer /	C	\$69,823.58	No X
1180392	2013	12	25-Oct-13	10011166915	Transfers-Parks & Recreation	GJ 09-39 Intrafund Transfer /	D	(\$69,823.58)	No X
1180398	2013	12	25-Oct-13	10011166945	Transfers-Emergency Storm	IGJ 09-39 Intrafund Transfer /	D	\$69,823.58	No X
1180380	2013	12	25-Oct-13	11510010000	Pooled Cash, Park Board	GJ 09-39 Intrafund Transfer /	C	\$69,823.58	No X
1180380	2013	12	25-Oct-13	11534084810	Transfers-City General Fund	GJ 09-39 Intrafund Transfer /	C	(\$69,823.58)	No X
74284	2013	12	29-Sep-13	11599980000	Revenue Control	Auto post transaction /	C	(\$69,823.58)	Yes X
1180383	2013	12	25-Oct-13	14610010000	Pooled Cash, Storm Reserves	GJ 09-39 Intrafund Transfer /	D	\$69,823.58	No X
1180384	2013	12	25-Oct-13	14634084810	Transfers-City General Fund	GJ 09-39 Intrafund Transfer /	C	\$69,823.58	No X
60805	2013	12	29-Sep-13	14699980000	Revenue Control	Auto post transaction /	C	\$69,823.58	Yes X

Financial Unit	Sum of NonIndependent		
100 General Fund	C		\$69,823.58
100 General Fund	D		\$69,823.58
115 Parks and Recreation	C		\$0.00
146 General Fund-Storm Reserves	C		\$69,823.58
146 General Fund-Storm Reserves	D		\$69,823.58

2014-002

ie: Surplus Vehicles

Ted Cook

12/10/13

to Lawrence, Virginia, Jack, Amy, Jesse, Billy, Darren, Sam, me, Greg, Jay

Mayor and Council,

Darren Davis from the shop has been discussing the possibility of the City of Clay purchasing two of our patrol cars that we are taking out of service. They want these vehicles as is, fully equipped with the police emergency equipment. They currently contract police services with Jefferson County Sheriffs Office. Obtaining more vehicles, they believe, will allow them to have Deputy's that are dedicated to Clay fully.

They have made what appears to be reasonable, albeit lower than we got from the auction, offers for the vehicles (see Darren's email below). If we were to place them on the auction site we would either have to restrict their purchase to law enforcement agencies or have the equipment removed. Selling as a restricted vehicle greatly reduces the number of potential buyers and I believe would perhaps bring a lowered price per vehicle. To remove the equipment would require time and labor of shop personnel. That expense would have to be calculated to see if selling restricted or with the equipment removed brings a higher price.

In the end, I believe we could serve the public better by considering this sale to Clay.

Thank you for your consideration in this matter.

Ted

Sent from my iPad

On Dec 10, 2013, at 9:31 AM, Steve Boone <[boones@mtnbrook.org](mailto:boones@mtnbrook.org)> wrote:

Mountain Brook City Council does not meet again until Jan 13. Ted can run this by the City Council and Mayor by e-mail to get their informal approval. If they approve, we can go ahead and sell then add a resolution ratifying the sale to the Jan 14 agenda.

On Tue, Dec 10, 2013 at 9:17 AM, Darren Davis <[david@mtnbrook.org](mailto:david@mtnbrook.org)> wrote:

Ted

We had spoken last week about possibly helping the City of Clay and Mayor Charles K. Webster by selling the two Crown Vic we have in the Surplus group of Vehicles needing to be auctioned off.

The two vehicles are your Black and White patrol cars.

2008 Ford CV Vin# 2FAHP71V98X144215 MILES 112,976

This unit has the Airbag light on / the ABS brake light on, After checking with scanner the car has code B1342 / ECM brake control module \$559.00 and a \$100.00 core cost, / Spot Light Missing.

2010 Ford CV Vin# 2FABP7BV1AX126723 MILES 113,012

This unit has a bad battery

Mayor Webster offered \$3,000.00 for the 2008 Crown Vic / and \$3,500.00 for the 2010 Crown Vic. Would you agree to this purchasing price, last year we had 2010 CV auctioned for \$4,000.00 on Gov Deals.

Charles K. Webster, Mayor  
2441 Old Springville Road  
Birmingham, Al 35215

Mayor Webster requested if possible to have an agreeable price by possibly 12/13/13, he could get the purchase order approved by Clay council man by Monday 12/16/13. I'm sure we have to get both cars approved to sell in our next council meeting before that takes place.

Thanks for all your help in this matter. Darren Davis

APPENDIX 2

STARNES DAVIS FLORIE LLP

Jessalyn B. Walston
P.O. Box 598512
Birmingham, AL 35259-8512
(205) 868-6037
Facsimile: (205) 868-6099
E-mail: jwalston@starneslaw.com

January 7, 2014

Via E-Mail Transmission Only (amy.carter@uabmw.org)

Amy Carter, JD, CHC
Compliance Officer
Medical West, an affiliate of UAB Health System

RE: HIPAA Omnibus Final Rule -
Updated Business Associate Agreement
City of Mountain Brook

Dear Amy:

Attached please find the revised Business Associate Agreement for the City of Mountain Brook, including the additional language you provided. We inserted this language under Section II, but are happy to move it elsewhere upon request.

If you have any questions in this regard, please do not hesitate to contact me.

Sincerely,

STARNES DAVIS FLORIE LLP

Jessalyn B. Walston (handwritten signature)

JBW/kf
Attachment

cc: Mr. Sam Gaston (w/encl., via U.S. Mail)

- 2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.
3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. "Protected Health Information" ("PHI") includes "Electronic Protected Health Information" ("EPHI") and these terms shall have the same meaning as defined at 45 C.F.R. § 160.103, as promulgated by the United States Department of Health and Human Services ("HHS"), as amended from time to time, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

II. Obligations and Activities of Business Associate.

Business Associate agrees to:

- A. Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;
B. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of PHI other than as provided for by the Agreement. In doing so, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA and ARRA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by HIPAA and ARRA;
C. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410, and any security incident of which it becomes aware;
D. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
E. Abide by the following with regard to access of individuals to PHI:

- 1. In order to allow Covered Entity to respond to a request by an Individual for access pursuant to 45 C.F.R. Section 164.524, Business Associate, within five (5) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, shall make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set. If PHI is stored

APPENDIX 3

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100 Brookwood Place Seventh Floor P.O. Box 598512 Birmingham, Alabama 35259-8512 205-868-8000
RSA Battle House Tower 11 North Water Street P.O. Box 1548 Mobile, Alabama 36633-1548 251-433-6049 starneslaw.com

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between City of Mountain Brook ("Covered Entity") and Starnes Davis Florie LLP ("Business Associate"), is entered into on this \_\_\_ day of \_\_\_, 20\_\_ ("Effective Date"), for the purposes of complying with the privacy and security regulations issued by the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the security provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), as amended. Covered Entity and Business Associate are collectively referred to as the "Parties."

RECITALS

WHEREAS, Covered Entity is a covered entity as such term is defined under HIPAA and as such is required to comply with the requirements thereof regarding the confidentiality and privacy of Protected Health Information; and

WHEREAS, Business Associate performs certain legal services, functions and activities on behalf of Covered Entity that may involve access by Business Associate to Protected Health Information;

WHEREAS, by providing the services and representation, Business Associate may become a business associate of Covered Entity as such term is defined under HIPAA at 45 CFR Section 160.103; and

WHEREAS, Business Associate acknowledges that Business Associate is directly subject to the requirements of 45 C.F.R §§ 164.308, 164.310, 164.312, and 164.316 of the HIPAA regulations, as amended;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties hereto agree as follows:

I. Definitions.

A. Catch-all definition:

- 1. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

- 1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

offsite, PHI shall be made available to Covered Entity within twenty (20) days of Business Associate's receipt of written request.

- 2. In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days. Before forwarding any PHI to Covered Entity, Business Associate shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 C.F.R. Section 164.524.
3. Any denial of access to PHI determined by Covered Entity pursuant to 45 C.F.R. Section 164.524, and conveyed to Business Associate by Covered Entity, shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

F. Abide by the following with regard to amendment of information:

- 1. In order to allow Covered Entity to respond to a request by an Individual for an amendment pursuant to 45 C.F.R. Section 164.526, Business Associate shall, within five (5) business days of a written request by Covered Entity for an amendment to PHI about an Individual contained in a Designated Record Set, make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set.
2. In the event any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days of the receipt of the request. Before forwarding any PHI to Covered Entity, Business Associate shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 C.F.R. Section 164.526.
3. Any denial of amendment to PHI determined by Covered Entity pursuant to 45 C.F.R. Section 164.526 (and conveyed to Business Associate by Covered Entity) shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.
4. Within ten (10) business days of receipt of a request from Covered Entity to amend an Individual's PHI in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 C.F.R. Section 164.526.

G. Abide by the following with regard to accounting of disclosures:

- 1. In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 C.F.R. Section 164.528, Business Associate shall, within five (5) business days of a written request by

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Covered Entity for an accounting of disclosures of PHI about an Individual, make available to Covered Entity such PHI.

- 2. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure.

2.1 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate agrees to pay costs for any attorney's fees incurred by Covered Entity and pay the direct and indirect costs associated with the breach notification requirements as outlined in ARRA and will indemnify and hold Covered Entity harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate of any PHI.

- 3. In the event any Individual requests an accounting of disclosure of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

- 4. Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Agreement.

- 5. Business Associate shall support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 C.F.R. Section 164.528.

H. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164 ("Subpart E"), comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

- I. Permit the Secretary and other regulatory and accreditation authorities to audit Business Associate's internal practices, books and records at reasonable times as they pertain to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity is in compliance with the requirements of the Privacy Rule.

J. Business Associate expressly acknowledges and agrees that a violation of a term of this Agreement, or threatened violation, by it of any provision of this Agreement may cause Covered Entity to be irreparably harmed and that Covered Entity may not have an adequate remedy at law. Therefore, Business Associate agrees that upon such violation, or threatened violation, Covered Entity will be entitled to seek injunctive relief to prevent Business Associate from commencing or continuing any action constituting such violation without having to post a bond or other security and without having to prove the inadequacy of any other

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available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to Covered Entity at law or in equity.

K. **Indemnification.** Business Associate shall indemnify, defend, and hold the other, its employees, directors/trustees/officers/representatives and agents (collectively the Indemnitees) harmless from and against all claims, causes of action, liabilities, judgments, fine, assessments, penalties, damages, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, incurred by the Indemnitees and relating to or arising out of any breach or alleged breach of the terms of this Agreement by the Parties or its agent or representative. Business Associate shall provide Covered Entity with prompt notice of any claim that may trigger the foregoing indemnification requirements. Upon demand by the Covered Entity, Business Associate shall defend any investigation, claim litigation or other proceeding brought or threatened against the Covered Entity, at the Business Associate's expense, by counsel acceptable to the Covered Entity. Business Associate shall not enter into any settlement of a claim that triggers the indemnification requirements without the written consent of the Covered Entity.

L. **Insurance.** Business Associate shall obtain and maintain insurance or self-insurance coverage against improper uses and disclosures of PHI by Business Associates and shall provide to Covered Entity a Certificate of Insurance or Certificate of Coverage upon request.

III. Permitted Uses and Disclosures by Business Associate.

A. Business Associate, its representatives, agents, assigns and employees may obtain, access, receive, use and/or disclose PHI solely as necessary to perform its duties as counsel and attorney(s) for Covered Entity, and only as allowed by the terms of the Business Arrangement between Business Associate and Covered Entity, this Agreement, or as required or allowed by law. Business Associate may also obtain, access, receive, use and/or disclose PHI as necessary in order to properly carry out its duties for which it was retained as counsel and attorney(s) of Covered Entity, and to carry out its legal responsibilities. Business Associate covenants that any PHI that it may access in performing its obligations under the Business Arrangement shall be held in strict confidence and that it will not use or disclose PHI in a manner that violates the Privacy Rule or the Security Rule, or the minimum necessary policies and procedures of The Provider that are communicated to Business Associate.

B. Business Associate warrants that Business Associate, its agents, and any subcontractors shall not use or disclose PHI other than as permitted or required by this Agreement or required by law and shall not use or disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if used or disclosed in such manner by Covered Entity.

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- 1. Subject to the restrictions set forth in the previous paragraph and throughout this Agreement, Business Associate may use the information received from Covered Entity as required by law.

C. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures. Covered Entity further understands and acknowledges that, to the extent Business Associate requests that Covered Entity disclose PHI to Business Associate, such request is only for the minimum necessary PHI for the accomplishment of the Business Associate's purpose.

D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E if done by Covered Entity, except for the specific uses and disclosures set forth below.

E. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities.

F. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E if done by Covered Entity.

IV. Obligations of Covered Entity.

A. Covered Entity warrants that Covered Entity, its directors, officers, subcontractors, employees, affiliates, agents, and representatives; (i) shall comply with the Privacy Rule in its use or disclosure of PHI; (ii) shall not use or disclose PHI in any manner that violates applicable federal and state laws; (iii) shall not request Business Associate to use or disclose PHI in any manner that violates applicable federal and state laws if such use or disclosure were done by Covered Entity; and (iv) may request Business Associate to disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.

B. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

C. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

D. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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V. Disclosure to Third Parties.

A. Business Associate shall obtain and maintain an agreement with each subcontractor and agent that has or will have access to PHI, which is received from or created or received by Business Associate on behalf of Covered Entity, pursuant to which agreement such subcontractor and agent agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to the Agreement with respect to such PHI.

B. Business Associate shall also (i) obtain reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

VI. Reporting of Breaches and Improper Disclosures.

A. The term "breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E which compromises the security or privacy of such information. The following situations are excluded from the definition of "breach:"

- 1. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under Subpart E.

- 2. Any inadvertent disclosure by a person who is authorized to access PHI at either Covered Entity or Business Associate to another person authorized to access PHI at the same Covered Entity or Business Associate (or organized health care arrangement in which the Covered Entity participates), and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under Subpart E.

- 3. A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. Except as provided in paragraph IV(A), an acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E is presumed to be a breach unless the Covered Entity or Business Associate, as applicable, can demonstrate that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- 1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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- 2. The unauthorized person who used the PHI or to whom the disclosure was made;
  - 3. Whether the PHI was actually acquired or viewed; and
  - 4. The extent to which the risk to the PHI has been mitigated.
- C. The term "unsecured" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary from time to time.
- D. In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity within ten (10) days.
- E. Notice of a Breach shall include the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the Breach. At the request of Covered Entity, Business Associate shall identify: the date of the Breach, the scope of the Breach, the Business Associate's response to the Breach and the identification of the party responsible for causing the Breach, if known.
- F. In the event of any use or disclosure that does not constitute a Breach, but that is an unauthorized or improper use or disclosure of any PHI under this Agreement or applicable laws, Business Associate shall report to Covered Entity such unauthorized or improper use or disclosure as soon as practicable, but in no event later than five (5) business days of the date on which Business Associate becomes aware of such use or disclosure. In such event, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such unauthorized or improper use or disclosure.

- C. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- D. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- X. Notices.
  - A. All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows; or as otherwise designated by any party through notice to the other party:

Each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

Covered Entity: City of Mountain Brook	Business Associate: Starnes Davis Florie LLP
By: _____	By: _____
Print: _____	Print: William A. Davis, III
Title: _____	Title: Attorney
Date: _____	Date: _____

APPENDIX 3

VII. Term and Termination.

- A. This Agreement shall become effective on the Effective Date set forth above and shall terminate upon the termination or expiration of the Service Agreement and when all PHI provided by either party to the other, or created or received by Business Associate on behalf of Covered Entity is, in accordance with Section VIII below, destroyed or returned to Covered Entity or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the terms of this Agreement.
- B. Where either Party has knowledge of a material breach by the other Party and cure is possible, the non-breaching Party shall provide the breaching Party with an opportunity to cure. Where said breach is not cured within ten (10) business days of the breaching Party's receipt of notice from the non-breaching Party of said breach, the non-breaching Party shall terminate this Agreement. When neither

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cure nor termination is feasible, the non-breaching Party shall report the violation to the Secretary.

VIII. Return/Destruction of PHI Upon Termination.

- A. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - 1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - 2. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
  - 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - 4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement related to "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
  - 5. Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- B. The obligations of Business Associate under this Section shall survive the termination of this Agreement.
- C. If any of the regulations promulgated under HIPAA or ARRA are amended or interpreted in a manner that renders this Agreement inconsistent therewith, the Parties shall amend this Agreement to the extent necessary to comply with such amendments or interpretations.

IX. Miscellaneous.

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
- B. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

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This instrument was prepared by:  
James B. Griffin  
Bishop Colvin Johnson & Kent, LLC  
1910 First Ave. North  
Birmingham, AL 35203

STATE OF ALABAMA )  
JEFFERSON COUNTY )

GRANT OF ACKNOWLEDGMENT, RELEASE, AND INDEMNIFICATION

RE: Certificate of Occupancy for  
2200 English Village Lane, Mountain Brook, Alabama 35223

This Grant of Acknowledgment, Release, and Indemnification ("Release") is made by Katrina Hale ("Owner"), the owner of residential property located at 2200 English Village Lane, Mountain Brook, Alabama 35213 and more completely described as Lot 10, and the Southwest 35 feet of Lot 9, in Block 11, according to the Survey of First Addition to South Highlands, as recorded in Map Book 7, pp. 105 and 106, Probate Office of Jefferson County, Alabama, Birmingham Division (the "Property"), in favor of the City of Mountain Brook, Alabama, a municipal corporation (the "City").

WHEREAS, Section N1102.3.6 of the 2012 International Residential Code adopted by the City (the "Code") requires that double-paned windows be installed when renovating this home; and

WHEREAS, Owner has asserted that remodeling this older home to comply with Section N1102.3.6 of the Code would alter and diminish the beauty of the home and result in retained moisture detrimental to the home; and

WHEREAS, Owner has requested the City to issue a Certificate of Occupancy, despite the code-compliance issues, so that she may live in the home with the original windows or similarly designed windows; and

WHEREAS, the City has agreed to issue the Certificate of Occupancy based on the following enumerated conditions to which Owner agrees and assents through the execution of this Release and its recording in the public records of Jefferson County, Alabama;

NOW, THEREFORE, for and in consideration of the above promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Owner hereby RELEASES, EXONERATES, and DISCHARGES the City, its officials, employees, agents, and representatives (in their official and individual capacities) from any and every claim, action, suit, demand, judgment, cost, fee, expense, or liability of any kind or character whatsoever arising out of or relating to violations of the Code and the issuance of the Certificate of Occupancy for the Property;

2. Owner further agrees to indemnify and hold harmless the entities and persons hereby released from, against, and with respect to any and every claim, action, suit, demand, judgment, cost fee,

expense, or liability of any kind or character that may be asserted against, imposed against, or incurred by the above-named Owner or her successors-in-title as a result of or by reason of any claimed breach of legal duty arising out of or relating to violations of the Code;

3. Owner SPECIFICALLY ACKNOWLEDGES and AGREES that the City has no legal obligation to issue the Certificate of Occupancy because the windows do not comply with Section N1102.3.6 of the Code;

4. Owner SPECIFICALLY ACKNOWLEDGES and AGREES that the City shall enforce compliance with the Code and other legal requirements of the Certificate of Occupancy with the sole exception of the windows and that the City has the legal right to do so; and

5. This Grant of Acknowledgment, Release, and Indemnification shall be recorded in the public records of Jefferson County, Alabama and shall be deemed to be an obligation that runs with the land.

IN WITNESS WHEREOF, the said Owner has caused this instrument to be executed on this the \_\_\_\_ day of January, 2014.

\_\_\_\_\_  
Katrina Hale  
Grantor and Owner

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Katrina Hale, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the foregoing instrument, she executed the same voluntarily, on the day the same bears date.

Given under my hand and official seal on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



CITY OF MOUNTAIN BROOK

Employee Assistance Program
Service Agreement
Effective Date: JANUARY 1, 2014

This Agreement made by and between AMERICAN BEHAVIORAL EAP, LLC ("AMERICAN BEHAVIORAL") and CITY OF MOUNTAIN BROOK ("CITY OF MOUNTAIN BROOK") to develop and provide an Employee Assistance Program ("EAP") for all employees and dependents, as defined below and subject to the following terms and conditions:

A. Description of Services

American Behavioral shall develop and provide EAP services for CITY OF MOUNTAIN BROOK eligible employees and their dependents. See Addendum A of this Agreement, EAP Service Agreement Components, for a comprehensive description of included services.

B. Term

The effective start date for this Agreement is JANUARY 1, 2014, unless an earlier date is established and agreed to in writing by both parties. The term of this Agreement shall be for one year subject to the provisions of this Agreement with an automatic renewal for one-year periods after the initial term, unless terminated in accordance with paragraph L.

C. Compensation

CITY OF MOUNTAIN BROOK shall compensate American Behavioral for performing EAP services as described in attached Addendum A, EAP Service Agreement Components.

D. Invoicing

American Behavioral shall furnish CITY OF MOUNTAIN BROOK, as directed, an invoice covering its fees on a monthly basis. Compensation shall be payable within thirty (30) days of receipt of invoice from American Behavioral.

E. Examination of Records

During the term of this Agreement and for a period of two years thereafter, CITY OF MOUNTAIN BROOK shall have the right to audit American Behavioral records related to this Agreement for purposes that include utilization review and performance evaluation. American Behavioral shall not be required to make records available that would reveal the identity of persons participating in the EAP.

F. Client Satisfaction Survey

American Behavioral shall create a proposed Client Satisfaction Survey Form and submit the same to CITY OF MOUNTAIN BROOK for approval. Once approved, all CITY OF MOUNTAIN BROOK individuals utilizing the EAP will be provided a copy of the form and requested to complete the same and

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mail to American Behavioral. The participant may choose, but shall not be required, to sign his or her name. American Behavioral shall periodically update CITY OF MOUNTAIN BROOK as to the information gained from the submitted forms. The information provided to CITY OF MOUNTAIN BROOK will exclude any identifying information as to protect the anonymity of the individuals who choose to participate.

G. Independent Contractor Status

In the performance of services hereunder, the relationship of American Behavioral to CITY OF MOUNTAIN BROOK shall be that of an independent contractor, and not that of an employee or agent.

H. Confidentiality

All information furnished by CITY OF MOUNTAIN BROOK shall be used only in performance of services hereunder. American Behavioral shall not disclose to any person or organization, during the period of this Agreement or for five years thereafter, without prior written consent, information not in the public domain relating to business, designs, plans, methods, or processes that American Behavioral may acquire in performing services hereunder or otherwise. All information furnished to American Behavioral or about employees receiving EAP services shall not be disclosed to any person or organization, except as permitted by applicable federal law and for carrying out the purposes of the EAP. Information about the activities performed under this Agreement, even though not identifying the employees, may be released only with permission of CITY OF MOUNTAIN BROOK.

I. Insurance

American Behavioral and all EAP counselors shall, at their sole cost and expense, procure and maintain policies of general liability and professional liability and other insurance as may be necessary and considered "community standard" to protect themselves and their employees against any claims, liabilities, damages or judgments that may arise out of the EAP services provided, or to be provided, under this Agreement.

~~CITY OF MOUNTAIN BROOK and AMERICAN BEHAVIORAL agree to indemnify and hold harmless each other and its directors, officers, employees and agents from any claim, liability, cost, loss, expense or damage (including reasonable attorneys' and accountants' fees) that may be made by any participant or any other person or entity employed by either party in connection with this Agreement, unless such claim, liability, cost, loss, expense or damage results from the other party's gross negligence, willful misconduct or fraud.~~

K. Eligibility

CITY OF MOUNTAIN BROOK will provide American Behavioral, by the first working day of each month, an electronic file of all eligible participants with necessary demographic information in a mutually agreed upon format. CITY OF MOUNTAIN BROOK shall inform American Behavioral if and when individuals are added or terminated as soon as possible.

L. Termination

1. Voluntary Termination. After the first anniversary of this Agreement, CITY OF MOUNTAIN BROOK may terminate this Agreement in its entirety, effective as of the last day of any month, by notifying American Behavioral in writing at least 60 days prior thereto. Any such termination shall be without further payment except that payment shall be made for EAP services performed satisfactorily prior to termination, to the extent unpaid at termination.

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2. Termination for Breach. Either party may terminate this Agreement at any time if the other party breaches a material term or condition of this Agreement and fails to cure the breach within thirty (30) days after receipt of written notice of the breach from the non-breaching party.

M. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Alabama.

If the above terms and conditions are acceptable, please indicate by signing below.

American Behavioral EAP, LLC

[Signature of American Behavioral EAP, LLC]

December 2, 2013
Date:

CITY OF MOUNTAIN BROOK

Signature
Its

Date



Addendum A

American Behavioral
Effective Date: JANUARY 1, 2014
CITY OF MOUNTAIN BROOK
Employee Assistance Program
Addendum A
Service Agreement Components

Pricing
Monthly billing: \$2.10 per employee per month

Table with 2 columns: Services include\* and Service Agreement Components. Lists items like EAP visits, access to resources, orientation sessions, etc.

Payment terms: All payments due under this contract are payable within 30 days of receipt of invoice for services rendered. Payments made after the contract term of 30 days will incur a 1.5% (one and one-half percent) monthly pro-rated late fee service charge until said payments are received.

To the extent payments due under this contract are received by American Behavioral within 10 days of receipt of invoice for services, a .5% (one half of one percent) discount may be taken on invoice total.

\*Any additional services needed may be purchased on a fee-for-service basis as per the following fee schedule.

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American Behavioral®
Employee Assistance Program
EAP Service Agreement Components
Fee for Service Price List

(these services may be purchased on a fee-for-service basis in addition to those included on the previous page)

- Manager/Supervisor Consultations \$150 per consult on-site
Communication/Marketing materials for distribution within organization Direct cost-pass through
Orientation and training sessions for Key Personnel/Administration, Supervisors, and Employees \$250 per session
Participation in Wellness Fairs/Benefit Fairs/Open Enrollment Meetings on site \$150 first hour \$100 per hour thereafter
Critical Incident Stress Debriefing (CISD) on site\* In Alabama: \$250-\$350 per hour based upon location and immediacy of response
Presentations for the Workplace/Lunch and Learns \$250 per session, plus travel and materials
Psychological testing/Hiring, Promotional, Fit for Duty, etc. \$275 per test (includes the testing process, interview, and scoring/reporting)

\*cancellation fees apply

ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
AMERICAN BEHAVIORAL EAP, LLC
DATED JANUARY 13, 2014

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and American Behavioral EAP, LLC ("the Contractor") dated January 13, 2014.

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 here or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law.

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

APPENDIX 5

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

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

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

DATED this 13th day of January, 2014.

American Behavioral EAP, LLC

City of Mountain Brook, Alabama

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

By: [Signature]

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

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

