

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 10, 2014**

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 10th day of March, 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
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

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

1. AGENDA

1. Proposal for professional engineering design services submitted by Gresham, Smith and Partners for the planned sidewalks along the north side of Montevallo Road/Hollywood Boulevard to the anticipated pedestrian bridge over Highway 280 – Blair Perry of Gresham, Smith and Partners (GSP). (This was continued to a future meeting.)

The City of Homewood is contemplating a change in the Highway 280 pedestrian bridge that involves reconstructing the overpass and building the pedestrian walkway entirely in the ALDOT right-of-way thereby eliminating the need to convey any land to the City of Birmingham. It is anticipated that a meeting to discuss this alternative will be arranged soon by Homewood. As a result of the contemplated change, consideration regarding the GSP proposal will be deferred.

2. Discussion regarding [Old Trace] de-annexation petition – Whit Colvin and Dana Hazen (Appendix 1).

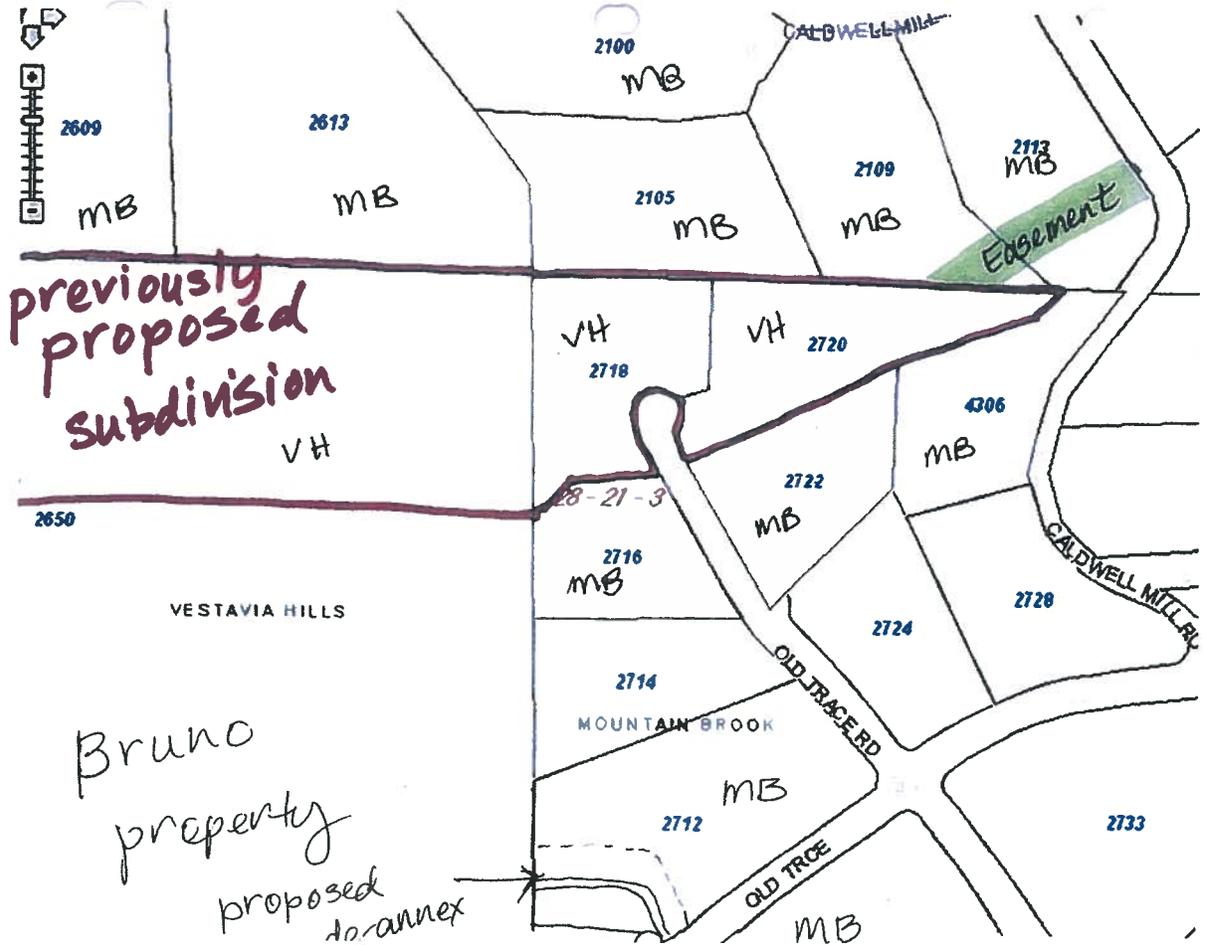
The developer has tentatively agreed to limit its [City of Vestavia Hills] development to three large lots. Access to the lots will be by way of a private road that will be facilitated by the City's agreement to de-annex a 1/3 acre tract of land. The members of the City Council expressed no opposition to the proposal and agreed to consider the matter further once the de-annexation petition is presented to the City.

3. Shared parking agreement between the City and Scott & Scott regarding the proposed CVS development at Country Club Park. (Resolution No. 2014-024 was added to the formal agenda.)
4. Upgrade to the [unbudgeted] Livescan fingerprint system for the Police Department – Chief Cook. (Motion No. 2014-030 was added to formal agenda.)

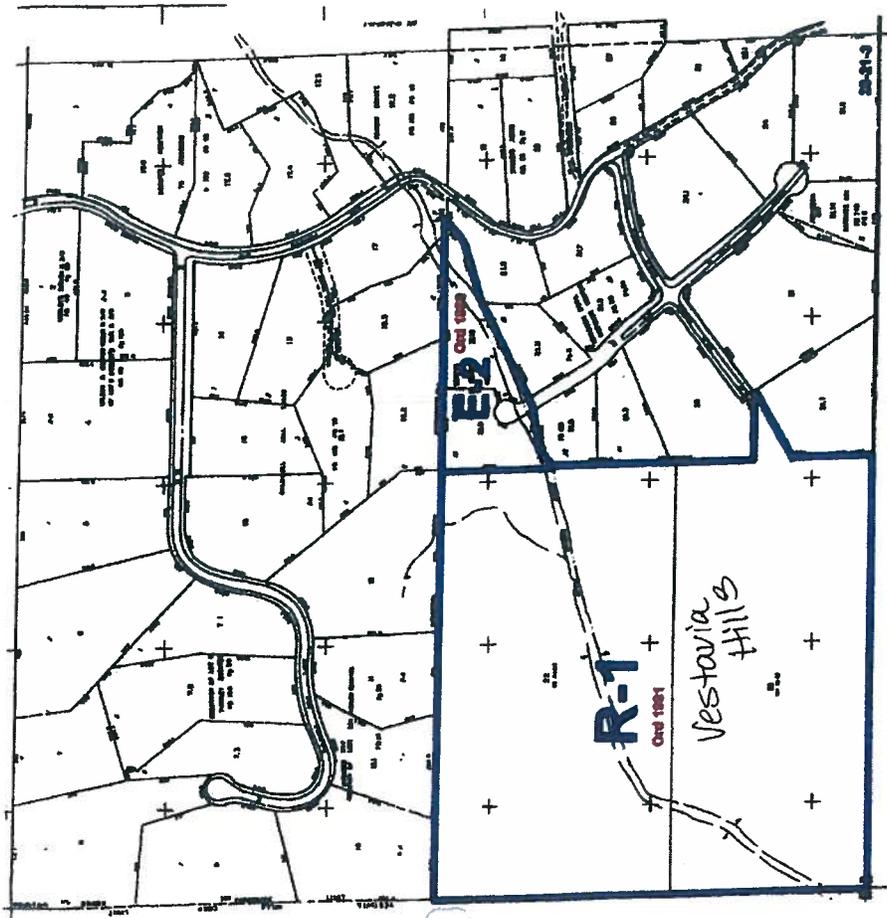
Upon conclusion of the City Council's review of the other formal [7 p.m.] agenda issues, Council President Smith stated that this meeting is adjourned.

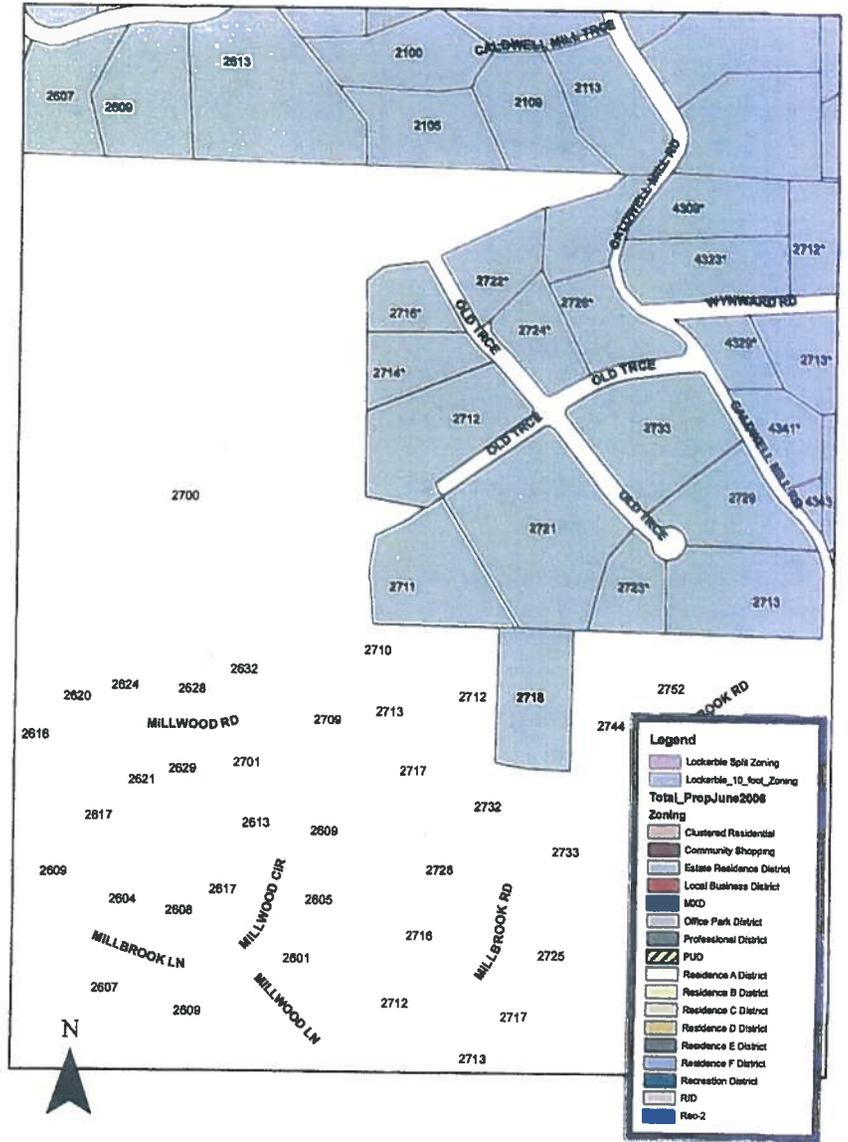
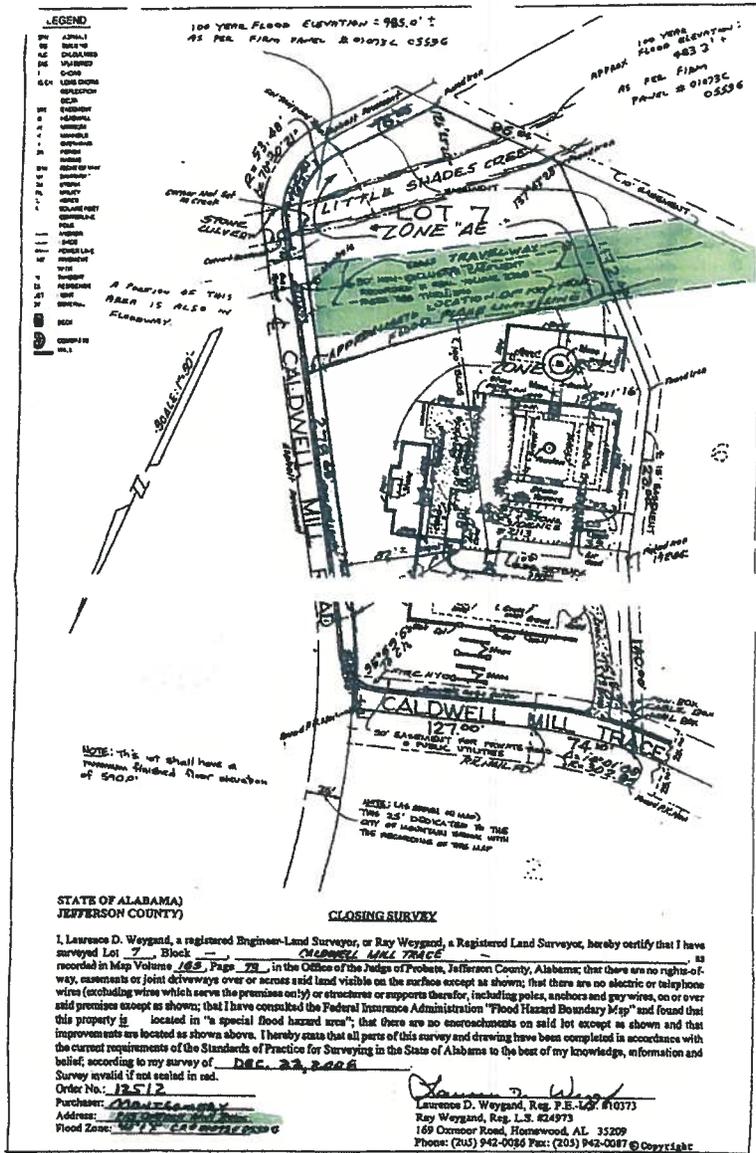


Steven Boone, City Clerk



APPENDIX I





**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MARCH 10, 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 10th day of March, 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
Jesse S. Vogtle, Jr.
Lawrence T. Oden, Mayor

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

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

1. CONSENT AGENDA

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

Approval of the minutes of the February 24, 2014 meeting of the City Council.

2014-021	Reappoint Turner Williams as municipal court judge (term of office to end March 1, 2016).	Exhibit 1
2014-022	Reappoint Pete Johnson as municipal court judge (term of office to end March 13, 2016).	Exhibit 2
2014-023	Declare a 2009 Crown Victoria surplus (totalled in the recent winter storm) and authorizing its disposal in consideration of \$6,917.06 to be paid by Progressive Insurance.	Exhibit 3
2014-024	Approve the Scott & Scott shared parking agreement with respect to the CVS Pharmacy to be located in Country Club Park.	Exhibit 4, Appendix 1
2014-025	Award the bid to Highway Management Systems, Inc. for street striping and authorize the execution of a contract for same.	Exhibit 5, Appendix 2
2014-026	Award the bid to Smith Paving, Inc. for [utility] street cut patches and authorize the execution of a contract for same.	Exhibit 6, Appendix 3
2014-027	Authorize the Mayor or City Manager to execute the First Amendment to Tower Site Lease Agreement with Crown Castle PT, Inc. (Flat Ridge (fire station) B-AL-037-122).	Exhibit 7, Appendix 4
2014-028	Authorize the Mayor or City manager to execute the Fourth Amendment to Tower Site Lease Agreement with STC Five, LLC (Landfill BU#874943).	Exhibit 8, Appendix 5

- | | | |
|----------------------------|---|---------------------------|
| 2014-029 | Recommend to the ABC Board the issuance of a 240 – Non-Profit Tax Exempt license to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its April 26, 2014 Fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, AL. | Exhibit 9,
Appendix 6 |
| 2014-030
Motion | Authorize the purchase of the Live Scan fingerprint system upgrade in the amount of \$19,782.60 for the Police Department. | Appendix 7 |
| 2014-031
Motion | Authorize the expenditure to Sain Associates for 1) construction, engineering and inspection services performed and yet to be performed for the month of March 2014 (in the approximate amount of \$20,000), and 2) professional services performed with respect to the Dexter Avenue sidewalk cancelled by the City (amount to be separately identified by Sain and appropriately documented). | Exhibit 10,
Appendix 8 |

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

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

Nays: None

Council President Smith thereupon declared that said minutes, resolutions (nos. 2014-021 through 029) and motions (nos. 2014-030 through 2014-031) are adopted by a vote of 5—0.

2. PUBLIC HEARING: TO CONSIDER THE ADOPTION OF AN ORDINANCE (NO. 1902) AMENDING THE ZONING CODE WITH RESPECT TO PUBLICATION REQUIREMENTS FOR PUBLIC HEARINGS. (EXHIBIT 11)

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

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

Nays: None

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

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

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

Nays: None

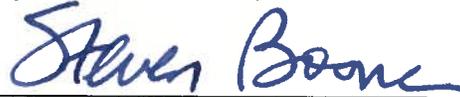
The President of the Council declared that the ordinance (No. 1902) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

3. 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, March 24, 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) for more information.

4. ADJOURNMENT

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



Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2014-021

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Turner Williams is hereby reappointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end March 1, 2016.

EXHIBIT 2

RESOLUTION NO. 2014-022

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Pete Johnson is hereby re-appointed as a Municipal Court Judge of the City of Mountain Brook, with the term to end March 13, 2016.

EXHIBIT 3

RESOLUTION NO. 2014-023

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	2009 Ford Crown Victoria VIN 2FAHP71V09X123576	Totaled in the January 28, 2014 winter storm

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said vehicle to Progressive Insurance in consideration of \$6,917.06 said consideration representing fair value of the [totaled] vehicle prior to the accident.

EXHIBIT 4

RESOLUTION NO. 2014-029

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of the shared parking agreement for property as described in said agreement attached hereto, subject to the terms and conditions as set forth in Article XXXI, Section 129-555 of the Mountain Brook Municipal Code.

APPENDIX 1

EXHIBIT 5

RESOLUTION NO. 2014-025

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the bid presented by Highway Management Systems, Inc., in the amount of \$354,500 (based on estimated quantities) for the street striping as specified in the invitation to bid is hereby accepted; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager are hereby authorized and directed to execute a [3-year] agreement for said street striping services.

APPENDIX 2

EXHIBIT 6

RESOLUTION NO. 2014-026

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for utility street cut repairs to Smith Paving, Inc. ("Contractor"), being the low bidder.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager are hereby authorized to execute a contract and addendum, in the form as attached hereto as Exhibit A.

APPENDIX 3

EXHIBIT 7

RESOLUTION NO. 2014-027

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute the First Amendment to Tower Site Lease

Agreement, in the form as attached hereto as Exhibit A, between the City and Crown Castle PT, Inc., with respect to the wireless communication tower located at Flat Ridge B-AL-037-122.

APPENDIX 4

EXHIBIT 8

RESOLUTION NO. 2014-028

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the Mayor or City Manager to execute the Fourth Amendment to Tower Site Lease Agreement, in the form as attached hereto as Exhibit A, between the City and STC Five, LLC, with respect to the wireless communication tower located at Mountain Brook Landfill (BU#874943).

APPENDIX 5

EXHIBIT 9

RESOLUTION NO. 2012-029

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 240 – Non-Profit Tax Exempt License to The Preschool Partners Foundation (trade name The Food Truck Round Up) for its April 26, 2014 fundraising event to be held in the parking lot of 780 Brookwood Village, Mountain Brook, Alabama.

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

APPENDIX 6

EXHIBIT 10

MOTION NO. 2014-031

Be it hereby authorized by the City Council of the City of Mountain Brook the expenditure to Sain Associates for 1) construction, engineering and inspection services performed and yet to be performed for the month of March 2014 (in the approximate amount of \$20,000), and 2) for professional services performed with respect to the Dexter Avenue sidewalk cancelled by the City (amount to be separately identified by Sain and appropriately documented).

APPENDIX 8

EXHIBIT 11

ORDINANCE NO. 1902

**AN ORDINANCE AMENDING SECTION 129-431 OF THE CITY CODE
MODIFYING NOTICING AND PUBLICATION PROVISIONS**

BE IT ORBINED by the City Council of the City of the City of Mountain Brook, Alabama, that Section 129-431 of the City Code is hereby amended as follows:

1. **“Section 129--431. “ Amendments in General.** The number and boundaries of, and the regulations relating to, the districts established by this chapter may be amended, supplemented, or repealed by the city council, but no such amendment, supplement or repeal shall become effective unless it is first submitted to the planning commission for its recommendation. The planning commission shall hold a public hearing for the consideration of any such proposed amendment, supplement or repeal, after giving at least ten days' notice thereof, by posting notice of such hearing in four conspicuous places within the city, or by any other means permitted by applicable law, and shall, after the consideration of such amendment, supplement or repeal at the public hearing, forward its recommendation to the city council. The city council shall hold a public hearing for the consideration of such proposed amendment, supplement or repeal, ~~after giving at least 22 days notice of such public hearing by publication in a newspaper of general circulation within the city, or by any other means permitted by applicable law~~ **after giving notice of such public hearing in accordance with applicable law.** Written notice of public hearings held by the planning commission and by the city council shall be sent, by United States certified mail or registered mail, to all property owners, any portion of whose property lies within 500 feet of any portion of the parcel included in a request for rezoning. For the purpose of such notice, the owner of a parcel shall be considered to be the person who is shown as the owner of such parcel according to the records of the tax assessor of Jefferson County, Alabama. If a public hearing is continued or postponed during the meeting of the planning commission or city council during which such hearing was held or was scheduled to have been held, no notice of such continued or postponed hearing need be given.”

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

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

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



March 4, 2014

Dana O. Hazen, MPA, AICP
City Planner
City Of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

20140311000200640 2/2
Bk: LR201411 Pg:18516
Jefferson County, Alabama
on certify this instrument filed
03/11/2014 01:12:17 PM ROSEE
Judge of Probate- Alan L. King

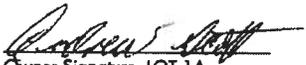
RE: PARKING AGREEMENT

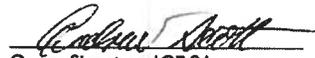
Dear Ms. Hazen,

Please accept this document as Agreement to Share Parking between the following lots:
Lot 1A
A Portion of Lot 2A (that which is zoned Local Business)

A Resurvey of Lots 1-7, Country Club Park as recorded in Map Book 126, Page 69 in the office of the Judge of Probate, Jefferson County, Alabama, and that portion of Lot 2A of the same Resurvey being more particularly described as follows: A part of Lot 2A of a Resurvey of Lots 1-7, Country Club Park, as recorded in Map Book 126, Page 69 in the office of the Judge of Probate, Jefferson County, Alabama.

Both property owners (which as of the date of this letter are the same entity) agree that the access to the lots and all of the parking will be shared in common with no restrictions.


Owner Signature LOT 1A
Andrew Scott
President
Scott and Scott, Inc.


Owner Signature LOT 2A
Andrew Scott
President
Scott and Scott, Inc.

2014-024

20140311000200640 2/2
Bk: LR201411 Pg:18516
Jefferson County, Alabama
03/11/2014 01:12:17 PM ACREE
Fee - \$19.00

Total of Fees and Taxes-\$19.00
CROWN

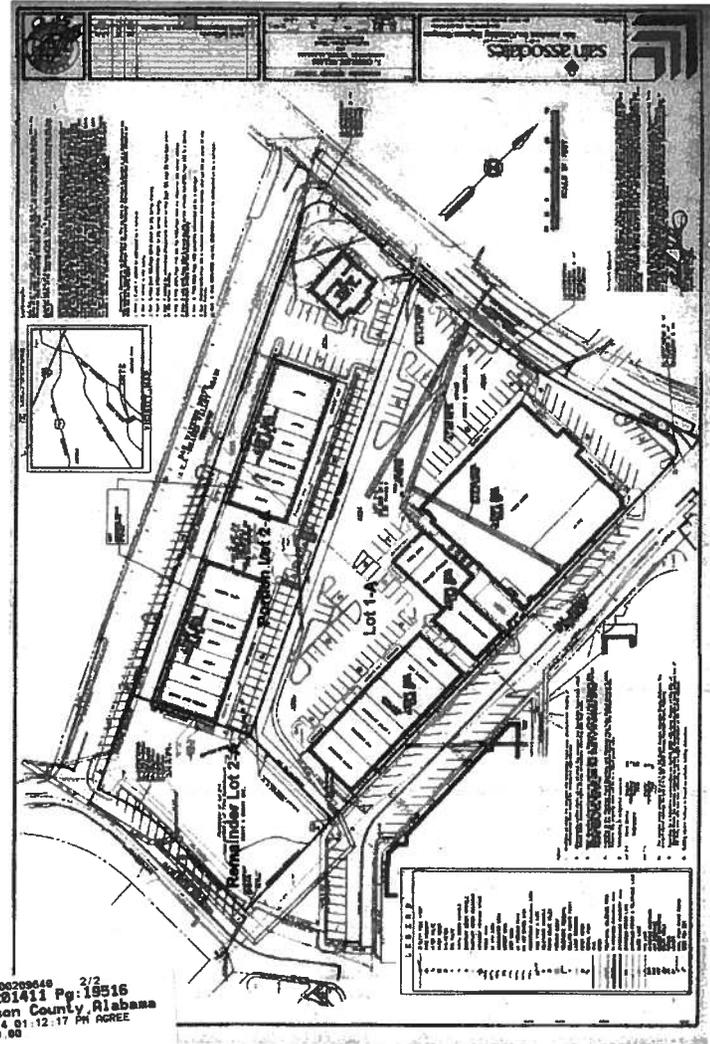


Exhibit "A" - for lot identification only; not to be used for parking count.

2014-024



CITY OF MOUNTAIN BROOK

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

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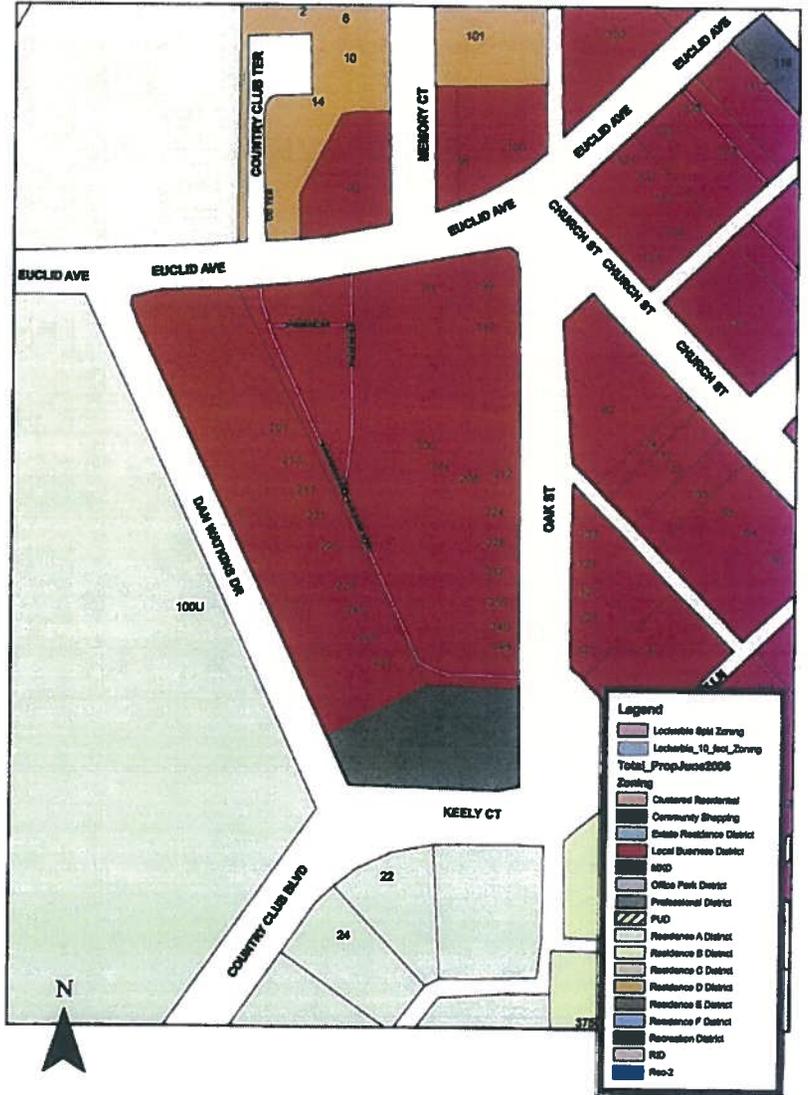
DATE: March 6, 2014
TO: Mayor, City Council
City Manager
City Attorney
FROM: Dana Hazen, City Planner
RE: Scott property – Shared Parking Agreement

Attached please find the proposed shared parking agreement and Exhibit "A," which describes that parking and access to Lot 1-A and that portion of Lot 2-A that is zoned Local Business are to be shared without restriction.

Section 129-555 of the Village Overlay states the following with regarding shared parking agreements:

Shared or offsite parking management agreement. Shared parking may be applied to meet the requirements of this section subject to the following criteria:

- a. All landowners participating in the shared parking must execute an appropriate access agreement with respect to the shared parking location;
- b. A written agreement executed by all parties participating in the sharing agreement must be presented to the city council, which may approve the agreement in its sole discretion;
- c. All parking spaces shall be within reasonable proximity of the main entrance of any building for which the agreement is intended to benefit. Employee parking may warrant greater distances from the main entrance than parking for customers; and
- d. The cumulative requirements of uses sharing the parking may be reduced for uses having different hours of operation or different peak periods of demand. The proposed reduction shall be based upon recognized industry sources, such as the most recent edition of the Urban Land Institute Shared Parking Model or other similar and equivalent study or data, and upon evidence that such model is applicable to the agreement; and
- e. If any of the circumstances underlying an approved shared parking agreement change, including but not limited to the parties, the location of shared parking spaces, the number of parking spaces available, the number of parking spaces required, the type of business or use, an increase or reduction in parking spaces available onsite, or any other like change in circumstances, a revised written agreement executed by all parties participating in same must be presented to the council, which may approve the revised agreement in its sole discretion. A failure at any and all times to maintain a valid approved shared parking agreement shall constitute a violation of this article and will further constitute grounds for the revocation of the business license of any business utilizing the subject shared parking as the method of meeting the parking requirements in this section.



APPENDIX 1

CONTRACT

This contract is entered into, as of the 10th day of March, 2014, by City of Mountain Brook, an Alabama municipal corporation, ("City") whose address is 56 Church Street, Mountain Brook, Alabama 35213 (P. O. Box 130009, Mountain Brook, Alabama 35213-0009), and Highway Management Systems, Inc., 1110 Hwy 31, Calera, AL 35040.

City and Contractor agree as follows:

1. Description of Work. The work to be done under this contract shall consist of repairing utility cuts in various locations within the City of Mountain Brook.
2. Term. This contract shall remain in effect for a period of three (3) years from the date of this contract, as provided above, and shall be subject to cancellation as provided hereinafter.
3. Commencement Date. The date of commencement of the Work shall be within three weeks of Contractor's receipt from City of a written or verbal notice to commence the Work. The time for completion shall be measured from the date upon which the Work is commenced, but not later than forty-eight (48) hours after Contractor's receipt of such notice.
4. Completion Date. The Work shall be completed within a reasonable time, based upon the circumstances of the Project, but in no event later than 2 weeks from the Commencement Date ("Completion Date"). If Contractor is unable to complete the Work by the Completion Date because of matters beyond its control, including strikes, shortages of material and governmental preemption in connection with a national emergency, the time for completion of the Work shall be extended by the length of time equal to the duration of any such matters.
5. Contract Sum. The City shall pay Contractor the sum of \$354,500.00 (three hundred fifty-four thousand and no/100 dollars) ("Contract Sum").
6. Payments to Contractor. Payments shall be made to Contractor within ten (10) days after the satisfactory completion of the Work in accordance with this Contract and upon receipt by the City of invoices requesting such payment. Payments due and unpaid under this contract shall bear interest, at the rate of eight per cent (8%) per annum, from the date payment is due until the date payment is made.
7. Change Orders and Amendment of the Contract. This contract may not be amended, nor may the Work or the scope of the Work be

Project Coordinator: Jacky McClendon (205) 802-3875

changed, except in accordance with the terms of a written change order signed by City and Contractor. No change order shall cause a modification in the Contract Sum or the time for the completion of the Work unless the change order specifically provides for such modification.

8. Insurance. During the term of this contract, Contractor shall maintain in effect the following Insurance, in at least the following amounts. Contractor shall furnish City certificates of insurance showing that such insurance is in full force and effect and that such insurance may not be cancelled without at least thirty (30) days' prior written notice to City.

<u>Insurance</u>	<u>Amount</u>
workers' compensation statutory	
general liability	\$1,000,000
auto liability	\$1,000,000

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

Project Coordinator: Jacky McClendon (205) 802-3875

e. Contractor shall be responsible for taking all precautions required for the safe performance and the protection of the Work.

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

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND HIGHWAY MANAGEMENT SYSTEMS, INC. DATED MARCH 10, 2014

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Highway Management Systems, Inc. ("the Contractor") dated March 10, 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 herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

ATTEST:

Steven Boone
Its City Clerk

CITY OF MOUNTAIN BROOK

By: Lawrence T. Oden
Lawrence T. Oden, Mayor

Date: March 10, 2014

ATTEST:

Patricia Toner
Its SECRETARY
(Title)

By: James G. Toner
JAMES G. TONER
(Type or print name)

Its J
(Title)

Date: 3/11/14



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

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

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

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

DATED this 10th day of March, 2014.

Highway Management Systems, Inc.

By: [Signature]
Its: VP

City of Mountain Brook, Alabama

By: [Signature]
Its: Mayor



Title: _____	My Commission Expires: _____
--------------	------------------------------

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

BID COVER SHEET

Bid Request Posted this Date: 02/04/2014 . Bids to be Opened this Date and Time: 02/26/2014 @ 2:00 p.m.

To Whom It May Concern:

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

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

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

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

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

The City reserves the right to accept or reject any or all bids and to waive formalities.
Sam G. Gaston
Sam G. Gaston, City Manager and Purchasing Agent

Specifications for Project No. MI 02-2014: Street Striping for Traffic and pedestrians throughout the City of Mountain Brook, Public Works Department.

BIDDER HIGHWAY MANAGEMENT SYSTEMS, INC. TELEPHONE 205-663-1511

ADDRESS 1110 HIGHWAY 31, CALERA, AL 35040

EMAIL JIM@HMSYSTEMS.ORG

CITY CALERA STATE AL ZIP 35040

BID AMOUNT (AS PER SPECIFICATIONS) \$ 354,500.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX
this bid must be signed below by bidder's principal/officer/agent and Notarized:

Auth. Signature: <u>[Signature]</u>	Sworn to and subscribed before me on this <u>18</u> day of
Name: <u>JAMES W. TONER</u>	<u>FEB</u> , <u>20</u> <u>14</u>
Title: <u>PRESIDENT</u>	Notary Public <u>[Signature]</u>
	My Commission Expires: _____

MY COMMISSION EXPIRES OCTOBER 18, 2014

SPECIFICATIONS FOR: PROJECT NO. MI 02-2014: Street Striping for Traffic and Pedestrians throughout the City of Mountain Brook, Public Works Department.

GENERAL REQUIREMENTS:

The successful bidder shall furnish all materials, supplies, equipment, fuel, tools, and perform all labor to complete the street striping project to meet the City of Mountain Brook's regulations.

All traffic control shall be the responsibility of the successful bidder.

Successful Bidders will be required to furnish performance bond and labor and materials bond; and to advertise completion of the contract in accordance with Alabama State Law. Contractor must be licensed, bonded, and furnish proof of liability insurance and name, the City of Mountain Brook as additional insured on liability insurance.

SPECIAL CONDITIONS:

All work shall be completed within thirty (30) days after issuance of work order. If not, this will be grounds for canceling the contract.

The work is to be done on an as needed basis with no specific quantities at any one time.

See attached list of estimated quantities.

This bid shall be good for a period of 36 months from the time a purchase order is issued. The City reserves the right to increase or decrease quantities without a change in bid price.

Project Coordinator: Jacky McClendon (205) 802-3875

LIST OF ESTIMATED QUANTITIES

MI 02-2014

DESCRIPTION	QUANTITIES	UNIT	UNIT BID	AMOUNT
Solid yellow, Class A Type1 Traffic Stripe	50	Miles	\$750.00	\$ 37,500.00
Solid White, Class A, Type 1 Traffic Stripe	50	Miles	\$750.00	37,500.00
Raised Reflective Traffic Markers	6,000	Each	\$ 6.00	36,000.00
Thermo Plastic 24" wide White	14,000	Sq. ft.	\$ 5.00	70,000.00
Thermo Plastic 8" wide White	4,000	Sq. ft.	\$ 4.00	16,000.00
Thermo Plastic Turn Arrows White	100	Each	\$ 75.00	7,500.00
Thermo Plastic Centerline Yellow	200,000	Linear feet	\$ 0.50¢	100,000.00
Thermo Plastic Side Lines White	100,000	Linear feet	\$ 0.50¢	50,000.00
			TOTAL BID	\$ 354,500.00

Proof of Liability Insurance:

Company: PENN NATIONAL INSURANCE

Name and Title: J. SMITH LANIER & COMPANY
RYAN McCLENDON (AGENT)

Date: FEB. 18, 2014

Project Coordinator: Jacky McCleendon (205) 802-3875

Dec 19 2013 14:16:05

2856631936 J Smith Lanier

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Client#: 98640
ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 12/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co-Birmingham P. O. BOX 43328 Birmingham, AL 35243 205 989-2131	CONTACT NAME J Smith Lanier & Co-Birmingham P. O. BOX 43328 Birmingham, AL 35243 205 989-2131	PHONE (AC, HO, EXT) 205 989-2131 FAX (AC, HO) 205 989-1034
INSURED Highway Management Systems, Inc. 1110 Highway 31 Calera, AL 35040		INSURER(S) AFFORDING COVERAGE INSURER A: Pennsylvania National Mutual Co NAIC # 14990 INSURER B: Alabama Self Insured WC Fund INSURER C: Midwest Employers Casualty Comp INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDRESS (BUS, RES)	POLICY NUMBER	START DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:750 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER ACC <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CL90627993	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED EQUIPMENT \$100,000 MED EXP (Per person) \$5,000 PERSONAL & AUTO INJURY \$1,000,000 GENERAL AGGREGATE LIMIT \$2,000,000 PRODUCTS-COMPULS A&G \$2,000,000
A <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AU90627993	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ (Per accident) \$
A <input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> INTENTION \$10000 <input type="checkbox"/> CLAIMS-MADE		UL00627993	01/01/2014	01/01/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR CONTRACTOR OF POLICYHOLDER EXCLUDED? (Indemnify in full) If yes, describe under DESCRIPTION OF OPERATIONS below		15518114 PKAL129001	01/01/2014	01/01/2015	EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)
 City of Mountain Brook is named as Additional Insured as respects to the General Liability policy described above when required by written contract, but only with respects to operations of the named insured and subject to provisions and limitations of the policy.

CERTIFICATE HOLDER City of Mountain Brook 3928 Montclair Road 2nd Floor Birmingham, AL 35213	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05) 1 of 1 The ACORD name and logo are registered marks of ACORD © 1989-2010 ACORD CORPORATION. All rights reserved. HXR

Minute Book 86

E-Verify



Company ID Number: 487016

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Highway Managements Systems, Inc.

Patsy Franks
 Name (Please Type or Print) Title

Electronically Signed 01/10/2012
 Signature Date

Department of Homeland Security – Verification Division

USCIS Verification Division
 Name (Please Type or Print) Title

Electronically Signed 01/10/2012
 Signature Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Highway Managements Systems, Inc.

Company Facility Address: 1110 Highway 31 South
Calera, AL 35040

Company Alternate Address:

County or Parish: SHELBY

Employer Identification Number: 831028836

E-Verify



Company ID Number: 487016

North American Industry Classification Systems Code: 238

Administrator:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

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

- ALABAMA 1 site(s)

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

Name:	Patsy M Franks	Fax Number:	(205) 663 - 1936
Telephone Number:	(205) 663 - 1511		
E-mail Address:	frankapatsy@gmail.com		

NOTICE

To: CONTRACTORS AND GRANTEES
FROM: THE CITY OF MOUNTAIN BROOK
ATTN: STEVEN BOONE
P. O. BOX 18000, MOUNTAIN BROOK, ALABAMA 35213-0000
RE: H.S. 56-ALABAMA IMMIGRATION LAW COMPLIANCE

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

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

The requirements above, imposed by H.S. 56, are "a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees (working in the State of Alabama)." As a Contractor¹ or a Grantor, if you believe these obligations do not apply to you, please notify the City immediately.

For your convenience, we have included for your use a sample AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE BY A BUSINESS ENTITY/EMPLOYER/CONTRACTOR TO A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA. Please complete, notarize, and return a copy to The City of Mountain Brook along with your attached I-VERIFY MEMORANDUM OF UNDERSTANDING. See AIA CODE § 30-23-9 (c).

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

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

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

¹ AIA CODE § 30-23-9 (b) and (c). See <http://www.legis.state.al.us/TheInternet/00-top/AlaCode-2011-115>. The law is now codified in AIA CODE § 30-23-9 (b) and (c) as well as § 30-23-9 (d) "Act".

² A Contractor as defined broadly in the Act as "a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. The designation and details, but not the nature of, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a consulting or staffing entity" AIA CODE § 30-23-9 (d).

Project Coordinator: Jacky McClendon (205) 802-3875

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

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

City of Mountain Brook, Alabama

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

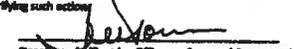
State of ALABAMA
County of SHELBY

Before me, a notary public, personally appeared JAMES W. TONER (print name) who, being duly sworn, says as follows:

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

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

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


Signature of Affiant (an Officer or Owner of Contractor)

487016

E-Verify User Identification Number

Sworn to and subscribed before me this 18 day of FEBRUARY, 2014 PT

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


Signature and Seal of Notary Public

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 18, 2014

(Seal)

Project Coordinator: Jacky McClendon (205) 802-3875

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

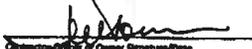
As a Contractor, as defined in the Act, to THE CITY OF MOUNTAIN BROOK, ALABAMA ("the City"), it is critical to your relationship (future or continuing) with the City that you comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Benson-Heneman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

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

Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Benson-Heneman Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fail to use I-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 I-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 I-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 I-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 unauthorized alien 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 Benson-Heneman 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, commercial damages, expenses (including, but not limited to, attorney's fees, claims, suits, judgments, 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.

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

Alabama Immigration Law Compliance Contract Notice Acknowledgment Approved by Contractor whose name appears below:


James W. JONER/PRESIDENT / HIGHWAY MANAGEMENT SYSTEMS, INC.
Print Name/Title/Company

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

Incorporated into contract addendum.

Project Coordinator: Jacky McClendon (205) 802-3875

Form W-9 Request for Taxpayer Identification Number and Certification. Highway Management Systems, Inc. 1110 Highway 31, Calera, AL 35040. Employer's name and address listed as City of Mountain Brook, P.O. Box 128889, Mountain Brook, AL 35212-8889. TIN: 6134110215R1315. Date: FEBRUARY 18, 2014.

Project Coordinator: Jacky McClendon (205) 802-3875

CONTRACT

56 Church Street

This contract is entered into, as of the 10th day of March, 2014, by City of Mountain Brook, an Alabama municipal corporation, ("City") whose address is 2922 Montclair Road, Suite 232, Mountain Brook, Alabama 35213 (P. O. Box 130009, Mountain Brook, Alabama 35213-0009), and Smith Paving, Inc., a corporation, ("Contractor") whose address is 515 I-D Cahaba Valley Road, Birmingham, Alabama 35242.

City and Contractor agree as follows:

1. **Description of Work.** The work to be done under this contract shall consist of the repair of utility cuts in the streets and rights of way of City ("Work"). The repair of each utility cut shall be considered a separate project ("Project"). The asphalt, concrete and other materials used by Contractor in the performance of the Work must comply with the specifications of City.
2. **Term.** This contract shall remain in effect for a period of three (3) years from the date of this contract, as provided above, and shall be subject to cancellation as provided hereinafter.
3. **Commencement Date.** The date of commencement of the Work of each Project ("Commencement Date") shall be within forty-eight (48) hours of Contractor's receipt from City of a written or verbal notice to commence the Work. The time for completion shall be measured from the date upon which the Work is commenced, but not later than forty-eight (48) hours after Contractor's receipt of such notice.
4. **Completion Date.** The Work shall be completed within a reasonable time, based upon the circumstances of each Project, but in no event later than five (5) days from the Commencement Date ("Completion Date"). If Contractor is unable to complete the Work by the Completion Date because of matters beyond its control, including strikes, shortages of material and governmental preemption in connection with a national emergency, the time for completion of the Work shall be extended by the length of time equal to the duration of any such matters.
5. **Contract Sum.** For each Project City shall pay Contractor the sum of forty-five dollars (\$45.00) per square yard for the repair of cuts in asphalt surfaces and forty-five dollars (\$45.00) per square yard for the repair of cuts in concrete surfaces ("Contract Sum").
6. **Payments to Contractor.** Payments shall be made to Contractor within ten (10) days after the satisfactory completion of the Work in accordance with this Contract and upon receipt by the City of invoices requesting such payment. Payments due and unpaid under this contract shall bear interest, at the rate of eight per cent (8%) per annum, from the date payment is due until the date payment is made.
7. **Change Orders and Amendment of the Contract.** This contract may not be amended, nor may the Work or the scope of the Work be changed, except in accordance with the terms of a written change order signed by City and Contractor. No change order shall cause a modification in the Contract Sum or the time for the completion of the Work unless the change order specifically provides for such modification.

EXHIBIT A

8. **Insurance.** During the term of this contract, Contractor shall maintain in effect the following insurance, in at least the following amounts. Contractor shall furnish City certificates of insurance showing that such insurance is in full force and effect and that such insurance may not be cancelled without at least thirty (30) days' prior written notice to City.

Insurance	Amount
workers' compensation	statutory
general liability	\$1,000,000
auto liability	\$1,000,000

9. **Miscellaneous:**

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

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

ATTEST:
Shelby Brown
Its City Clerk

CITY OF MOUNTAIN BROOK
By: *Lawrence T. Oden*
Lawrence T. Oden, Mayor

Date: March 10, 2014

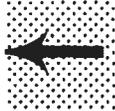
EXHIBIT A

ATTEST:

Its _____
(Title)

SMITH PAVING, INC.

By: Rocky Smith
Rocky Smith
(Type or print name)
Its President
(Title)
Date: 3/11/14



ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SMITH PAVING, INC.
DATED MARCH 10, 2014

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Smith Paving, Inc. ("the Contractor") dated March 10, 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 herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

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

EXHIBIT A

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

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

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

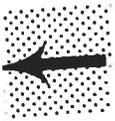
DATED this 10th day of March, 2014.

Smith Paying, Inc.

By: [Signature]
Its: President

City of Mountain Brook, Alabama

By: [Signature]
Its: Mayor



This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman, LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: PEP Department

Cross Reference to:
LR200908, Page 3520
Jefferson County, Alabama Records

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
TOWER SITE LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
TOWER SITE LEASE AGREEMENT ("Memorandum")** is made and entered into effective
as of April 1, 2014, by and between **CITY OF MOUNTAIN BROOK** (having a
mailing address of 56 Church Street, Mountain Brook, AL 35213) ("**Lessor**"), and **CROWN
CASTLE PT INC.**, a Delaware corporation (having a mailing address of 2000 Corporate Drive,
Canonsburg, Pennsylvania 15317) ("**Lessee**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Tower Site Lease Agreement
dated as of January 1, 2009 (the "**Lease**"), which Lease was filed for record on July 27, 2009 in
Book LR200908, Page 3520 in the Office of the Judge of Probate of Jefferson County, Alabama,
covering certain real property together with easements for ingress, egress and utilities thereto, as
described in Exhibit "A" attached hereto (the "**Property**");

WHEREAS, the Lease has an original term (including all extension terms) that will
terminate on December 31, 2033 (the "**Original Term**"); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a
right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, Lessor and Lessee hereby acknowledge and agree that the
following accurately represents the Lease, as amended by that First Amendment to Tower Site
Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT
TO TOWER SITE LEASE AGREEMENT**

BU# FLAT RIDGE B-AL-037-122
20166535 v2

2014-127

Lessor: City of Mountain Brook, with a mailing address of
56 Church Street, Mountain Brook, AL 35213.

Lessee: Crown Castle PT Inc., a Delaware corporation,
having a mailing address of 2000 Corporate Drive,
Canonsburg, Pennsylvania 15317.

Property: The real property leased by Lessor to Lessee,
together with easements for ingress and egress, is
described in Exhibit "A" attached to this
Memorandum and incorporated herein by this
reference.

Initial Lease Term: For a term of two (2) years, beginning on January 1,
2009.

Expiration Date: The first extension having been exercised, if not
otherwise extended or renewed, the Lease shall
expire on December 31, 2015.

Right to Extend or Renew: Lessee has the right to extend/renew the Lease as
follows: nine (9) options to extend the Lease for a
period of five (5) years each on the terms and
conditions set forth in the Lease, as amended. If
Lessee exercises all extensions/renewals, the final
expiration of the Lease will occur on December 31,
2053.

Option to Purchase: No.

Option to Lease Additional Property: Yes.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Lease, as
amended by that First Amendment to Tower Site Lease Agreement of even date herewith, are
hereby incorporated herein by reference in the same manner and to the same extent as if all such
terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee
ratify, confirm and adopt the Lease, as amended by that First Amendment to Tower Site Lease
Agreement of even date herewith, as of the date hereof for purposes of compliance with Code of
Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under
the Lease, as amended, or events or circumstances which, with the giving of notice or passage of
time or both, would ripen into events of default. Except as otherwise expressly amended herein,
all the terms and conditions of the Lease, as amended by that First Amendment to Tower Site
Lease Agreement of even date herewith, shall remain and continue in full force and effect. This
Agreement and Memorandum of First Amendment to Tower Site Lease Agreement will be

BU# FLAT RIDGE B-AL-037-122
20166535 v2

recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Memorandum of First Amendment to Tower Site Lease Agreement effective as of the date first written above.

LESSOR:
CITY OF MOUNTAIN BROOK

ATTEST:
By: Shelby Boone
Title: City Clerk

By: [Signature]
Title: Mayor

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lawrence T. Oden whose name as Mayor of CITY OF MOUNTAIN BROOK, an Alabama municipal corporation, is signed to the foregoing Agreement and Memorandum of First Amendment to Tower Site Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the 10th day of March, 2014.

[Signature]
Notary Public

[NOTARIAL SEAL]

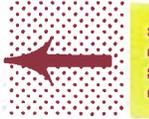
My Commission Expires: 4/17/2017

LESSEE:

CROWN CASTLE PT INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

STATE OF _____)
_____ COUNTY)



I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **CROWN CASTLE PT INC.**, a Delaware corporation, is signed to the foregoing Agreement and Memorandum of First Amendment to Tower Site Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same in his/her capacity as such officer voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT A

All that tract or parcel of land lying and being in Northeast ¼ of the Northwest ¼ and the Northwest ¼ of the Northeast ¼ of Section 2, Township 18 South, Range 2 West, and the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 35, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the northeast corner of the Northeast ¼ of the Northwest ¼ of Section 2, Township 18 South, Range 2 West; thence leaving said point and running along a tie line, South 38°16'53" East, 18.55 feet to a point and the true POINT OF BEGINNING; Thence running, South 11°08'12" West, 33.76 feet to a ½" rebar found; Thence, South 70°05'57" West, 13.88 feet to a ½" rebar found; Thence, North 20°27'39" West, 21.11 feet to a ½" rebar found; Thence, North 46°19'54" West, 11.70 feet to a ½" rebar found; Thence, North 29°38'38" West, 15.37 feet to a ½" rebar found; Thence, North 56°13'15" East, 44.62 feet to a ½" rebar found; Thence, South 11°52'57" East, 28.80 feet to a ½" rebar found and the true POINT OF BEGINNING.

Said tract contains 0.0365 ACRES (1,590 square feet), more or less, as shown in a survey prepared for Crown Castle by POINT TO POINT LAND SURVEYORS, INC. dated February 16, 2009 and last revised on March 19, 2009.

Together with:
20' Ingress/Egress Easement

An easement situated in the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, thence with the east line of said quarter quarter section run North 87°35'29" West for a distance of 36.00 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10.00 feet either side of said centerline as described herein; thence run North 02°24'31" East for a distance of 32.98 feet to a point; thence run North 26°35'23" West for a distance of 8.33 feet to a point in south right-of-way line of Old Leeds Road, having a prescriptive right-of-way of 60 feet, and also being the terminus of easement.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT is made and entered into effective as of April 1, 2014, by and between CITY OF MOUNTAIN BROOK (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) ("Lessor"), and CROWN CASTLE PT INC., a Delaware corporation (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Tower Site Lease Agreement dated as of January 1, 2009 (the "Lease"), which Lease was filed for record on July 27, 2009 in Book LR200908, Page 3520 in the Office of the Judge of Probate of Jefferson County, Alabama, covering certain real property together with easements for ingress, egress and utilities thereto, as described in Exhibit "A" attached hereto (the "Property");

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on December 31, 2033 (the "Original Term"); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS.** The Lease is hereby amended as follows:

(a) **Additional Renewal Terms.** The first sentence of Section 4 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

Lessee shall have the right to extend the term of this Lease for eight (8) additional five (5) years terms and one (1) final three (3) year term (each a "Renewal Term").

If all such options to extend are exercised, then the final expiration of the Agreement shall occur on December 31, 2053. Rent shall continue to increase at the commencement of each Renewal Term by Twenty Percent (20%) of the rent due in the immediately preceding Renewal Term.

(b) **Right of First Refusal.** If Lessor receives an offer from any person or entity that owns or operates towers or other wireless telecommunications facilities or which

person or entity (including any affiliates of any such entity) is in the business of acquiring Lessor's interest in the Lease to purchase fee title, an easement, a lease, a license, or any other interest in the Property, any or all of Lessor's interest in the Lease including the rent or revenue derived therefrom, or any other interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"), and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in Lessor's Notice. If Lessee declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's Notice and the assignment shall be effective upon written notice to Lessor.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) within sixty (60) days following the final execution of this Amendment by Lessee.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may

2014-127

be reasonably requested by Lessee. In the event the Site is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a Change of Ownership Form as provided by Lessee and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

(ii) Except as expressly identified in this Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Lessee's request, Lessor shall discharge and cause to be released or subordinated to Lessee's rights under the Lease as amended hereby any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(iv) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(v) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease as amended hereby.

(e) **Entire Agreement.** This Amendment and the Lease sets forth the entire agreement between the parties related to the subject matter hereof.

(f) **Counterparts.** This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Tower Site Lease Agreement effective as of the date first written above.

LESSOR:
CITY OF MOUNTAIN BROOK

By: Lawrence T. Oden
Title: Mayor

ATTEST:
By: Steven L. Borne
Title: City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lawrence T. Oden whose name as Mayor of CITY OF MOUNTAIN BROOK, an Alabama municipal corporation, is signed to the foregoing First Amendment to Tower Site Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the 10th day of March, 2014.

Steven L. Borne
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 4/17/2017

LESSEE:

CROWN CASTLE PT INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____



STATE OF _____)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **CROWN CASTLE PT INC.**, a Delaware corporation, is signed to the foregoing First Amendment to Tower Site Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same in his/her capacity as such officer voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT A

All that tract or parcel of land lying and being in Northeast ¼ of the Northwest ¼ and the Northwest ¼ of the Northeast ¼ of Section 2, Township 18 South, Range 2 West, and the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 35, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

To find the point of beginning, commence at the northeast corner of the Northeast ¼ of the Northwest ¼ of Section 2, Township 18 South, Range 2 West; thence leaving said point and running along a tie line, South 38°16'53" East, 18.55 feet to a point and the true POINT OF BEGINNING; Thence running, South 11°08'12" West, 33.76 feet to a ½" rebar found; Thence, South 70°05'57" West, 13.88 feet to a ½" rebar found; Thence, North 20°27'39" West, 21.11 feet to a ½" rebar found; Thence, North 46°19'54" West, 11.70 feet to a ½" rebar found; Thence, North 29°38'38" West, 15.37 feet to a ½" rebar found; Thence, North 56°13'15" East, 44.62 feet to a ½" rebar found; Thence, South 11°52'57" East, 28.80 feet to a ½" rebar found and the true POINT OF BEGINNING.

Said tract contains 0.0365 ACRES (1,590 square feet), more or less, as shown in a survey prepared for Crown Castle by POINT TO POINT LAND SURVEYORS, INC. dated February 16, 2009 and last revised on March 19, 2009.

Together with:
20' Ingress/Egress Easement

An easement situated in the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, Jefferson County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the Northeast Quarter of the Northwest Quarter of Section 2, Township 18 South, Range 2 West, thence with the east line of said quarter quarter section run North 87°35'29" West for a distance of 36.00 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10.00 feet either side of said centerline as described herein; thence run North 02°24'31" East for a distance of 32.98 feet to a point; thence run North 26°35'23" West for a distance of 8.33 feet to a point in south right-of-way line of Old Leeds Road, having a prescriptive right-of-way of 60 feet, and also being the terminus of easement.

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman, LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
1220 Augusta Drive, Suite 500
Houston, Texas 77057
Attention: PEP Department

Cross Reference to:
Book 200603, Page 1674
Jefferson County, Alabama Records

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

**AGREEMENT AND MEMORANDUM OF FOURTH AMENDMENT TO
TOWER SITE LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT ("Memorandum") is made and entered into effective as of April 1, 2014, by and between **CITY OF MOUNTAIN BROOK** (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) ("**Lessor**"), and **STC FIVE LLC**, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attention: Marion S. Crable, Manager) ("**Tenant**").

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Tower Site Lease Agreement dated November 1, 1997 (the "**Original Lease**"), covering certain real property together with easements for ingress, egress and utilities thereto, as described in Exhibit "A" attached hereto (the "**Property**");

WHEREAS, the Original Lease was amended by that certain First Amendment to Tower Site Lease Agreement of unknown name and date (the "**First Amendment**");

WHEREAS, the Original Lease was further amended by that certain Second Amendment to Tower Site Lease Agreement dated April 13, 2000 (the "**Second Amendment**");

WHEREAS, the Original Lease was further amended by that certain Third Amendment to Tower Site Lease Agreement dated February 13, 2006, a memorandum of which was filed for record on February 16, 2006, in Book 200603, Page 1674 in the Office of the Judge of Probate of Jefferson County, Alabama (the "**Third Amendment**," and together with the Original Lease, First Amendment, and Second Amendment, the "**Lease**");

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on October 31, 2022 (the "**Original Term**"); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FOURTH AMENDMENT
TO TOWER SITE LEASE AGREEMENT**

Lessor: City of Mountain Brook, with a mailing address of 56 Church Street, Mountain Brook, AL 35213.

Tenant: STC Five LLC, a Delaware limited liability company, with a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attention: Marion S. Crable, Manager.

Property: The real property leased by Lessor to Tenant, together with easements for ingress and egress, is described in Exhibit "A" attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of ten (10) years, beginning on November 1, 1997.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on October 31, 2017.

Right to Extend or Renew: Tenant has the right to extend/renew the Lease as follows: nine (9) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Lease will occur on October 31, 2052.

Option to Purchase: No.

2014-128

Option to Lease Additional Property: Yes.
Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant ratify, confirm and adopt the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement of even date herewith, as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease, as amended by that Fourth Amendment to Tower Site Lease Agreement of even date herewith, shall remain and continue in full force and effect. This Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement effective as of the date first written above.

LESSOR:
CITY OF MOUNTAIN BROOK

ATTEST:
By: Steven Boone
Title: City Clerk

By: Ronald Beck
Title: Mayor

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lawrence T. Oden whose name as Mayor of CITY OF MOUNTAIN BROOK, an Alabama municipal corporation, is signed to the foregoing Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the 10th day of March, 2014.

Steven Boone
Notary Public

[NOTARIAL SEAL]

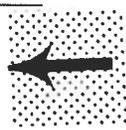
My Commission Expires: 4/17/2017

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____ (SEAL)
Name: _____
Its: _____



STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, has signed the foregoing Agreement and Memorandum of Fourth Amendment to Tower Site Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT A

EXPANDED LEASE PREMISES

EXISTING LEASE AREA (DEED BOOK 9713, PAGE 6247) (SUPPLIED BY CLIENT)

A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 14, Township 18 South, Range 2 West, Humbleville Meridian, Jefferson County, Alabama, being more particularly described as follows:

Commence at the NE'ly corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 148, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ly right of way line of Interstate No. 456; thence run North 30°44'32" East along said NW'ly right of way line of Interstate No. 456 for a distance of 618.80 feet; thence and left and run North 58°15'28" West for a distance of 72.11 feet to the POINT OF BEGINNING; thence angle left and run South 88°41'59" West for a distance of 50.00 feet to a point on the westerly line of the SW 1/4 of the SE 1/4 of said Section 14; thence angle right and run North 00°18'11" West along said 1/4-1/4 line for a distance of 75.00 feet; thence angle right and run North 88°41'59" East for a distance of 50.00 feet; thence angle right and run South 00°18'11" West for a distance of 75.00 feet to the POINT OF BEGINNING. Containing 3,750.0 Square Feet (8.59 Acres) more or less.

EXISTING EASEMENT (DEED BOOK 9713, PAGE 6247) (SUPPLIED BY CLIENT)

A strip of land 40 feet in width for access and utilities situated in the Southwest Quarter of Section 14, Township 18 South, Range 2 West, Humbleville Meridian, Jefferson County, Alabama, lying 20 feet to either side of the following described centerline:

Commence at the NE'ly corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 148, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ly right of way line of Interstate No. 456; thence run North 30°44'32" East along said NW'ly right of way line of Interstate No. 456 for a distance of 618.80 feet; thence and left and run North 58°15'28" West for a distance of 72.11 feet; thence angle left and run North 00°18'11" West for a distance of 37.50 feet to the POINT OF BEGINNING; thence angle left and run South 88°41'59" West for a distance of 50.00 feet; thence angle right and run North 00°18'11" West for a distance of 37.50 feet to the POINT OF BEGINNING; thence angle left and run South 88°41'59" West for a distance of 50.00 feet to the Point of Curvature of a curve to the right having a radius of 125.30 feet and a central angle of 87°45'09"; thence continue along the arc of said curve for a distance of 106.83 feet to the Point of Tangency thereof; thence continue North 88°21'32" West along a line tangent to last described curve for a distance of 34.12 feet to the Point of Curvature of a curve to the left having a radius of 50.00 feet and a central angle of 91°18'57"; thence continue along the arc of said curve for a distance of 75.85 feet to the Point of Tangency thereof; thence continue South 20°22'21" West along a line tangent to last described curve for a distance of 485.00 feet more or less to a point on the centerline of East Street (a 20 foot dedicated right of way) and the BOUNDARY POINT of the centerline.

GLOBAL SIGNAL LEASE AREA

A parcel of land situated in the Southwest Quarter of the Southwest Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northwest corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 148, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 456; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 618.80 feet to a point; thence leaving said right-of-way line N 58°15'28" W a distance of 72.11 feet to a 3/8" capped rebar set (SNW LS 18753); thence S 88°41'17" W for a distance of 3.88 feet to a 3/8" capped rebar set (SNW LS 18753) and the Point of Beginning; thence S 00°08'45" E for a distance of 18.00 feet to a 3/8" capped rebar set (SNW LS 18753); thence S 88°41'16" W for a distance of 43.00 feet to a 3/8" capped rebar set (SNW LS 18753); thence N 00°18'43" W for a distance of 18.00 feet to a 3/8" capped rebar set (SNW LS 18753); thence N 88°47'17" E for a distance of 43.02 feet to the Point of Beginning. Said described parcel of land contains 0.02 acres, more or less.

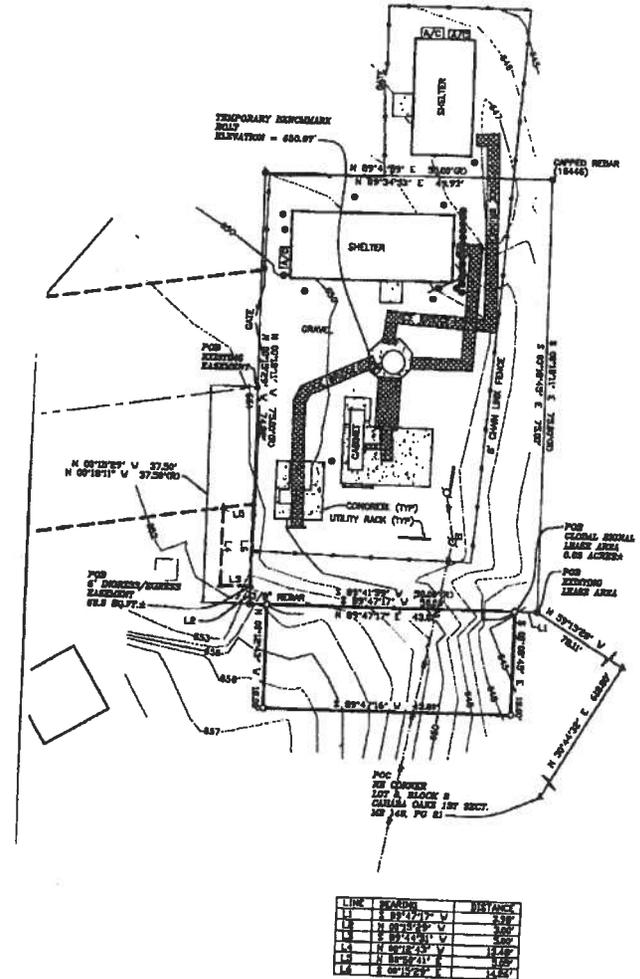
EXPANDED LEASE PREMISES

5' INGRESS/EGRESS EASEMENT:

An easement effected in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 148, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 450; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 818.80 feet to a point; thence leaving said right-of-way line N 58°15'28" W a distance of 72.11 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 88°47'17" W for a distance of 50.00 feet to a 3/8" rebar found; thence N 00°15'29" W for a distance of 3.00 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning of an Ingress/Egress Easement; thence S 88°44'31" W for a distance of 5.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°12'43" W for a distance of 13.48 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 80°50'41" E for a distance of 5.05 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 00°15'28" E for a distance of 14.26 feet to the Point of Beginning. Said described easement contains 89.3 square feet, more or less.

EXPANDED LEASE PREMISES



STATE OF ALABAMA)
COUNTY OF JEFFERSON)

FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER SITE LEASE AGREEMENT is made and entered into effective as of April 1, 2014, by and between CITY OF MOUNTAIN BROOK (having a mailing address of 56 Church Street, Mountain Brook, AL 35213) ("Lessor"), and STC FIVE LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, Attention: Marion S. Crable, Manager) ("Tenant").

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Tower Site Lease Agreement dated November 1, 1997 (the "Original Lease"), covering certain real property together with easements for ingress, egress and utilities thereto, as described in Exhibit "A" attached hereto (the "Property");

WHEREAS, the Original Lease was amended by that certain First Amendment to Tower Site Lease Agreement of unknown name and date (the "First Amendment");

WHEREAS, the Original Lease was further amended by that certain Second Amendment to Tower Site Lease Agreement dated April 13, 2000 (the "Second Amendment");

WHEREAS, the Original Lease was further amended by that certain Third Amendment to Tower Site Lease Agreement dated February 13, 2006, a memorandum of which was filed for record on February 16, 2006, in Book 200603, Page 1674 in the Office of the Judge of Probate of Jefferson County, Alabama (the "Third Amendment," and together with the Original Lease, First Amendment, and Second Amendment, the "Lease");

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on October 31, 2022 (the "Original Term"); and

WHEREAS, the parties desire to amend the Lease to add additional renewal terms, and a right of first refusal related to the Property and as otherwise set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **AMENDMENTS.** The Lease is hereby amended as follows:

20165976 v2
BU# 874943, Mountain Brook Landfill

2014-128

(a) **Additional Renewal Terms.** The first sentence of Section 4 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

Tenant shall have the right to extend the term of this Lease for nine (9) additional five (5) years terms (each a "Renewal Term").

If all such options to extend are exercised, then the final expiration of the Agreement shall occur on October 31, 2052. Rent shall continue to increase at the commencement of each Renewal Term by Twenty Percent (20%) of the rent due in the immediately preceding Renewal Term.

(b) **Right of First Refusal.** If Lessor receives an offer from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring Lessor's interest in the Lease to purchase fee title, an easement, a lease, a license, or any other interest in the Property, any or all of Lessor's interest in the Lease including the rent or revenue derived therefrom, or any other interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Tenant of said offer ("Lessor's Notice"), and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Property. Lessor's Notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Lessor's Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in Lessor's Notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Lessor's Notice and the assignment shall be effective upon written notice to Lessor.

(c) **Notice.** The Lease is hereby amended to reflect the following notice address for Tenant:

Sprint Contracts and Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650
Attention: Marion S. Crable, Manager

and to:

20165976 v2
BU# 874943, Mountain Brook Landfill

Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attention: Legal Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

(d) **Option for Additional Ground Space.** Tenant shall have the right and option (the "Option"), exercisable at any time, and from time to time, following the execution of this Amendment, to amend the Lease for no additional consideration except as provided herein, to include up to an additional Five Thousand (5,000) square feet immediately adjacent to the Property in a location mutually agreeable to Lessor and Tenant (the "Additional Lease Area"). Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing lease area at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the existing lease area. Tenant may exercise the Option by providing written notice to Lessor at any time; provided, however, that following Tenant's delivery of notice to Lessor, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within sixty (60) days after Tenant's exercise of the Option, Lessor agrees to execute and deliver an amendment to the Lease, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Lease Area), and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents").

(e) **Definitions.** Any reference to "Sprint Spectrum L.P." or "SSLP" in the Lease shall be deemed to refer to Tenant, and any reference to "Owner" in the Lease shall be deemed to refer to Lessor herein.

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Tenant shall pay to Lessor the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) within sixty (60) days following the final execution of this Amendment by Tenant.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and

continue in full force and effect. In case of any inconsistency between the Lease and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event the Site is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Tenant with a Change of Ownership Form as provided by Tenant and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

(ii) Except as expressly identified in this Amendment, Lessor owns the Property free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Property, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

(iii) Upon Tenant's request, Lessor shall discharge and cause to be released or subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Property.

(iv) Tenant is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(v) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease as amended hereby.

(e) **Entire Agreement.** This Amendment and the Lease sets forth the entire agreement between the parties related to the subject matter hereof.

(f) Counterparts. This Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Tower Site Lease Agreement effective as of the date first written above.

LESSOR:

CITY OF MOUNTAIN BROOK

ATTEST:

By: Shirley Boone
Title: City Clerk

By: [Signature]
Title: Mayor

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lawrence T. Oden whose name as Mayor of CITY OF MOUNTAIN BROOK, an Alabama municipal corporation, is signed to the foregoing Fourth Amendment to Tower Site Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation on the day the same bears date.

Given under my hand and seal this the 10th day of March, 2014.

[Signature]
Notary Public

[NOTARIAL SEAL]

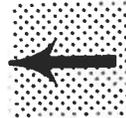
My Commission Expires: 4/17/2017

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____ (SEAL)
Name: _____
Its: _____



STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, _____, whose name as _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, has signed the foregoing Fourth Amendment to Tower Site Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2014.

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT A
EXPANDED LEASE PREMISES

EXISTING LEASE AREA (DEED BOOK 9713, PAGE 8847) (SUPPLIED BY CLIENT)

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Montevalle Meridian, Jefferson County, Alabama, being more particularly described as follows:

Commence at the NE'ery corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ery right of way line of Interstate No. 459; thence run North 30°44'32" East along said NW'ery right of way line of Interstate No. 459 for a distance of 618.80 feet; thence and left and run North 56°15'26" West for a distance of 72.11 feet to the POINT OF BEGINNING; thence angle left and run South 88°41'59" West for a distance of 59.00 feet to a point on the westerly line of the SW 1/4 of the SE 1/4 of said Section 14; thence angle right and run North 00°18'11" West along said 1/4-1/4 line for a distance of 75.00 feet; thence angle right and run North 88°41'59" East for a distance of 59.00 feet; thence angle right and run South 00°18'11" East for a distance of 75.00 feet to the POINT OF BEGINNING. Containing 3.750.0 Square Feet (0.09 Acres) more or less.

EXISTING EASEMENT (DEED BOOK 9713, PAGE 8847) (SUPPLIED BY CLIENT)

A strip of land 40 feet in width for access and utilities situated in the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Montevalle Meridian, Jefferson County, Alabama, being 20 feet to either side of the following described centerline:

Commence at the NE'ery corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the NW'ery right of way line of Interstate No. 459; thence run North 30°44'32" East along said NW'ery right of way line of Interstate No. 459 for a distance of 618.80 feet; thence and left and run North 56°15'26" West for a distance of 72.11 feet; thence angle left and run South 88°41'59" West for a distance of 59.00 feet; thence angle right and run North 00°18'11" East for a distance of 75.00 feet to the POINT OF BEGINNING; thence angle left and run South 88°41'59" West for a distance of 59.13 feet; thence angle left and run South 43°40'09" West for a distance of 129.30 feet to the Point of Curvature of a curve to the right having a radius of 93.00 feet and a central angle 87°48'09"; thence continue along the arc of said curve for a distance of 108.83 feet to the Point of Tangency thereof; thence continue North 88°21'02" West along a line tangent to last described curve for a distance of 34.12 feet to the Point of Curvature of a curve to the left having a radius of 50.00 feet and a central angle of 91°18'37"; thence continue along the arc of said curve for a distance of 76.85 feet to the Point of Tangency thereof; thence continue South 20°22'21" West along a line tangent to last described curve for a distance of 465.50 feet more or less to a point on the centerline of East Street (a 30 foot dedicated right of way) and the ENDING POINT of this centerline.

GLOBAL SIGNAL LEASE AREA

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 8, Block 2, Cahaba Oaks First Sector as recorded in Map Book 149, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 459; thence N 30°44'32" E along said northwesterly right-of-way line a distance of 618.80 feet to a point; thence heading said right-of-way line N 56°15'26" W a distance of 72.11 feet to a 5/8" capped rebar set (BM# LS 18753); thence S 88°41'59" W for a distance of 3.88 feet to a 5/8" capped rebar set (BM# LS 18753) and the Point of Beginning; thence S 00°08'45" E for a distance of 18.00 feet to a 5/8" capped rebar set (BM# LS 18753); thence S 88°47'16" W for a distance of 43.00 feet to a 5/8" capped rebar set (BM# LS 18753); thence N 00°12'43" W for a distance of 18.00 feet to a 5/8" capped rebar set (BM# LS 18753); thence N 88°47'17" E for a distance of 43.02 feet to the Point of Beginning. Said described parcel of land contains 0.02 acres, more or less.

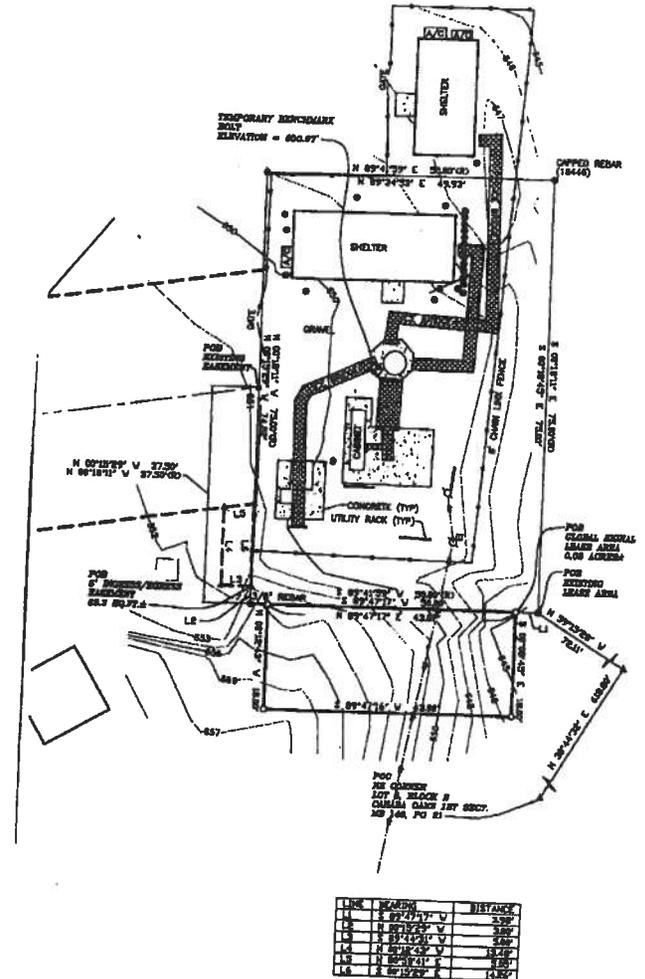
EXPANDED LEASE PREMISES

5' INGRESS/EGRESS EASEMENT:

An easement situated in the Southeast Quarter of the Southeast Quarter of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

Commence at the northeast corner of Lot 5, Block 2, Cahaba Oaks First Sector as recorded in Map Book 148, Page 21 in the Office of the Judge of Probate, Jefferson County, Alabama, said point also being on the northwesterly right-of-way line of Interstate No. 458; thence N 30°44'32" E along said right-of-way line a distance of 818.80 feet to a point; thence leaving said right-of-way line N 58°15'28" W a distance of 72.11 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 89°47'17" W for a distance of 50.00 feet to a 3/8" rebar found; thence N 00°15'28" W for a distance of 3.00 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning of an Ingress/Egress Easement; thence S 88°44'31" W for a distance of 5.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 00°12'43" W for a distance of 13.48 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 80°50'41" E for a distance of 5.05 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 00°15'28" E for a distance of 14.26 feet to the Point of Beginning. Said described easement contains 89.3 square feet, more or less.

EXPANDED LEASE PREMISES





STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
 Confirmation Number: 20140307100517349



Type License: 240 - NON-PROFIT TAX EXEMPT State: \$0.00 County: \$0.00
 Type License: State: County:
 Trade Name: 2014 FOOD TRUCK ROUND UP Filing Fee: \$0.00
 Applicant: PRESCHOOL PARTNERS FOUNDATION Transfer Fee:
 Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE MOUNTAIN BROOK, AL 35209
 Mailing Address: 3637 MONTROSE RD BIRMINGHAM, AL 35213
 County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
 Sale of Products Containing Ephedrine: NO Type Ownership: CORPORATION
 Book, Page, or Document Info: LR200804,26452 Do you sell Draft Beer:
 Date Incorporated: 04/10/2008 State incorporated: AL County Incorporated: JEFFERSON
 Date of Authority: 04/10/2008 Alabama State Sales Tax ID: N/A

Name:	Title:	Date and Place of Birth:	Residence Address:
LELLA HAMMITER 9108837 - AL	EXECUTIVE DIRECTOR	05/18/1984 OPELIKA, AL	752 EUCLID AVE MOUNTAIN BROOK, AL 35213
ALLENE NEIGHBORS 6815255 - AL	DIRECTOR OF DEVELOPMENT	07/18/1982 BIRMINGHAM, AL	15 MONTEVALLO LN BIRMINGHAM, AL 35213

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

Contact Person: ALLENE NEIGHBORS Home Phone: 205-936-3754
 Business Phone: 205-951-5151 Cell Phone: 205-936-3754
 Fax: 205-951-5131 E-mail: ALLENE.NEIGHBORS@GMAIL.COM

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



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
 Confirmation Number: 20140307100517349



If applicant is leasing the property, is a copy of the lease agreement attached? YES
 Name of Property owner/lessor and phone number: COLONIAL PROPERTIES TRUST 205-876-4295
 What is lessors primary business? REAL ESTATE
 Is lessor involved in any way with the alcoholic beverage business? NO
 Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
 Is the business used to habitually and principally provide food to the public? NO
 Does the establishment have restroom facilities? YES
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
 Building Dimensions Square Footage: 99999 Display Square Footage:
 Building seating capacity: 99999 Does Licensed premises include a patio area? NO
 License Structure: SHOPPING CENTER License covers: OTHER
 Number of licenses in the vicinity: 5 Nearest: 1
 Nearest school: 3 blocks Nearest church: 1 miles Nearest residence: 2 blocks
 Location is within: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140307100517349



Initial each

APN

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

APN

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

APN

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

APN

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

APN

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

APN

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

APN

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

APN

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

Applicant Name (print):

Allene Parnell Neighbors

Signature of Applicant:

Allene Parnell Neighbors

Notary Name (print):

Valencia Johnson

Notary Signature:

Valencia Johnson

Commission expires:

Application Taken: 3-7-14

App. Inv. Completed:

Forwarded to District Office: 3-7-14

Submitted to Local Government: 3-7-14

Received from Local Government:

Received in District Office: 3-7-14

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20140307100517349



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date:

Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

What is the applicant(s) primary source of funding?: CHARITBLE DONATIONS

License Covers: OUTDOOR PARKING LOT

Are there any special restrictions, instructions, and/or conditions for this license?:

ONE DAY OUTDOOR EVENT TO RAISE FUNDS FOR A CHARITABLE

FOUNDATION IN THE PARKING LOT OF 780 BROOKWOOD VILLAGE, MACY'S

UPPER PARKING LOT, MOUNTAIN BROOK, AL ON APRIL 26TH, 2014. NO TO GO

SALES PERMITTED.

Alcohol License Application

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20140307100517349
Application Payment Confirmation Number: 99999

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

Application Information

Application Type: APPLICATION
License Type 1: 240 - NON-PROFIT TAX EXEMPT

[Continue](#)

Technical Support: 866-383-3468 or support@alabamainteractive.org

Version 2.0.3

[Main Menu](#)

Receipt Confirmation Page

Receipt Confirmation Number: 20140307100517349
Application Payment Confirmation Number: 99999

Payment Summary	
Payment Item	Fee
Application Fee for License 240	\$0.00
Total Amount to be Charged	\$0.00

License Payment Confirmation Number: 99999

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
240 - NON-PROFIT TAX EXEMPT	\$0.00	\$0.00	\$0.00
Total Amount to be Charged	\$0.00	\$0.00	\$0.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 240 - NON-PROFIT TAX EXEMPT
License Type 2:
License County: JEFFERSON
Business Type: CORPORATION
Trade Name: 2014 FOOD TRUCK ROUND UP
Applicant Name: PRESCHOOL PARTNERS FOUNDATION
Location Address: PARKING LOT OF 780 BROOKWOOD VILLAGE
MOUNTAIN BROOK, AL 35209

Mailing Address: 3637 MONTROSE RD
BIRMINGHAM, AL 35213

Contact Person: ALLENE NEIGHBORS
Contact Home Phone: 205-936-3754
Contact Business Phone: 205-951-5151
Contact Fax: 205-951-5131
Contact Cell Phone: 205-936-3754
Contact Email Address:
Contact Web Address:



CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

March 11, 2014

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

Facsimile: (205) 942-3784

Gentlemen:

Attached is a copy of a resolution passed at the March 10, 2014, City Council meeting recommending the issuance of a 240 – Non-Profit Tax Exempt license to:

The Preschool Partners Foundation (trade name The Food Truck Round Up)

The license to be issued is for The Preschool Partners Foundation's fundraising event scheduled for April 26, 2014 in the parking lot of 780 Brookwood Village, Mountain Brook, AL.

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

Sincerely,

Steven Boone
Steven Boone
City Clerk

Enclosure

C: Allene Neighbors
allene.neighbors@gmail.com

Requested upgrade \$19,782.60

Alabama Department of Public Safety

REPLY MAY BE MADE TO:

Alabama Bureau of Investigation
234 Adams Ave
Montgomery, AL 36104

February 6, 2014

Livescan Fingerprint System Coordinator

RE: Mandatory Upgrade for all Livescan Systems Utilizing Operating System- Windows XP

Dear Agency Coordinator:

The Alabama Bureau of Investigation has sent this letter to your agency because your agency has a Livescan Fingerprint Scanning Device that may be utilizing the Windows XP operating system. Due to Microsoft's issuing an "end-of-life" and completely discontinuing support for Windows XP after April 8, 2014, any Livescans using Windows XP will not be allowed to connect with AFIS for security reasons.

According to FBI CJIC Security Policy (Version 5.2, Section 5.10.4.1), installation of security relevant patches is mandatory in order to remain ACIC/FBI CJIC compliant. The ABI Livescan Connection Request which has been signed by all agencies that have connection to the state network for fingerprint submission states, "All equipment connected to the state network must follow security best practices which includes ensuring all equipment is protected by up to date virus scanning software and that all operating system and application security patches are installed and up to date."

The ABI is requiring each agency to provide updated contact information and certify their system(s) meets all requirements by completing the certification form attached and returning it to the ABI Identification Unit no later than April 8, 2014. Any agency that has not submitted the attached form by this date will be subject to disconnection from the ABI AFIS system.

If you have not already done so, please contact your Livescan vendor to discuss any concerns about what operating system is installed on your device and upgrade options for your device.

If you have any questions concerning this correspondence or the enclosed form please contact me, Lieutenant Gary Whitaker at (334) 353-9868. Thank you.

Please remit the enclosed form to:
Lieutenant Gary Whitaker
c/o ABI Identification Unit
P.O. Box 1511
Montgomery, Alabama 36102-1511

Sincerely,

Gary Whitaker
Lieutenant, Alabama Bureau of Investigation
Identification Unit Commander

APPENDIX 7

Montgomery
Post Office Box 1111
Montgomery, Alabama 36102-1111

Before Listed
Post Office Box 1111
Montgomery, Alabama 36102-1111

MOTION NO. 2014-03D

The Department of Public Safety
Bureau of Investigations
843 Adams Avenue
Montgomery, AL 36104
Phone: (334) 353-4043
Fax: (334) 353-0142
System Certification

Agency:
Agency Address:
Agency Contact: Phone Number:
Agency Contact Email Address:

Type Equipment:
List each device you have here listing the operating system (OS) and Antivirus Software (AV) installed on each device. You may submit an additional sheet of paper if you have more than will fit on this form.

Table with columns for equipment type (Live Scan, Other Equipment), Operating System and Version, and Antivirus Software and Version. Includes handwritten entry for Windows 7 and Symantec Endpoint Protection System Ver. 12.1.3001.165.

I certify all equipment connected to the state network follows best security practice which includes, ensuring all equipment is protected by up to date virus scanning software and all operating system and application security patches are installed and up to date. I understand failure to maintain security on equipment will result in the equipment being removed from the state network.

Agency Head Date



Vendor 1330
February 25, 2014

441 3590 6730 0802

Officer Ron Lamou
Support Services
Mountain Brook Police Department
101 Tibbett Street
Mountain Brook, AL 35213

Dear Ron,

DataWorks Plus has provided live scan information, consistent with pricing provided for the Alabama State Contract, Contract (http://www.purchasing.alabama.gov/contracts/2710.pdf) as well as additional options that will greatly benefit your agency to assist you with your identification needs. Please do not hesitate to call me at 864-672-6783 if you have any questions about our live scan and other identification systems.

Thank you,
Becky Houston

Becky Houston
Office: 864-672-6783 direct
Mobile: 864-414-5118
bhouston@dataworksplus.com
www.dataworksplus.com

Mugshot Management • LiveScan Plus™ • Digital CrimeScene™ • Fingerprint Archive/Identification • Facial Recognition • Fusion Data Center

Overview

DataWorks Plus, located in Greenville SC, has developed a livescan product that sets a new standard for the livescan industry. The DataWorks team represents over 200 man-years of experience in providing leading edge products to the Criminal Justice and Law Enforcement markets. Our staff has extensive knowledge of the AFIS and livescan market. Our livescan product has been certified by ABI to operate with their Automated Fingerprint Identification System (AFIS).

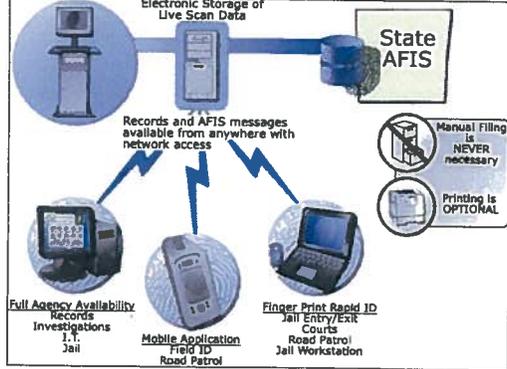
Features and Benefits

FEATURE	BENEFIT
Electronic Submission of tenprint cards to ABI's AFIS	Manual process eliminated (no more mailing of tenprint cards)
Electronic Fingerprint and PALM PRINT capture	No more ink needed to book an inmate. Roll once set of prints and print multiple cards versus rolling multiple cards for one inmate.
Positive Identification –(optional-from fingerprint search-SAF-ID) of inmates that are being booked into your facility	Know who you are dealing with before your book and/or release an inmate
Electronic Storage for all Fingerprint Cards – (optional –NIST Manager)	No manual filing of tenprint cards Immediate access to tenprint cards via standard web browser from multiple computers
Electronic Photo and Signature Capture (optional)	Integrated Booking Station
Customized to meet your exact requirements	System adapts to your process, so you do not have to adapt to the livescan unit
Alabama and South Carolina based installation and support	Quick On-Site Problem Resolution
Modern and Graphical User Interface	Very easy to learn and use.
Interface to your existing Jail Management or Records Management System (optional)	Eliminate duplicate data entry. Enter data once into your existing system and automatically download to the livescan

1 LiveScan Plus System Summary

LiveScan Plus is an integrated criminal/applicant live scan solution that is flexible in design and configuration. The system smoothly permits a user to record all demographic data descriptors for an individual and electronically capture all primary biometrics including fingerprints (rolled/flas) and palm prints. The LiveScan Plus system was designed to support all major live scan hardware manufacturers that have obtained Appendix F certification from the FBI. This allows DataWorks Plus to take an independent, open and objective approach when recommending the best possible live scan to meet the specific needs of each customer.

Figure 1: LiveScan Plus System (shown with optional NIST Manager Express and SAF-ID)



1.1 Workflow Processes

Once an authorized user has logged into the system, the Main Menu screen will be displayed. From here users can easily navigate through the system.

The main menu gives the user access to all of the parts of the system. LiveScan Plus can support multiple databases such as applicant, criminal, employee, gang, and juvenile databases. The user will be able to select the appropriate database from this drop-down menu. Users will only be able to access databases that they have been given security rights.

Figure 2: Main Menu Screen



New records can be created allowing the user to input record data, launch the fingerprint capture, capture other images or signatures, check the record's transaction history, and submit the record to systems such as a State AFIS. Any records that have been created can be retrieved and reviewed at any time. The retrieve function will display the search screen in which the user can search and view a single individual or limited number of records and build user defined reports.

Users can also change their password or search the LiveScan Plus Help Guide from the main menu. Additional functions such as creating or viewing lineups or performing witness viewings may be accessible from the main menu as well, depending upon what products the agency has obtained from DataWorks Plus, such as Digital PhotoManager.

1.2 Capture Process Workflow

LiveScan Plus sets a new standard for ease of operation and graphical presentation. The graphical user interface clearly instructs users where they are in the record creation process. The process is divided into four primary steps which include data entry, fingerprint capture, photo/signature capture, and transaction/status management.

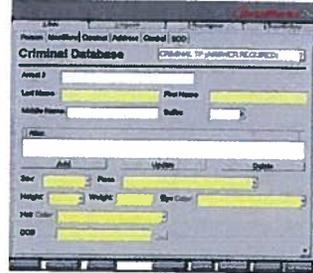
1.2.1 Data Entry

The fields maintained in the LiveScan Plus database are custom designed for each agency. This flexibility to have all the fields your agency needs is beneficial, especially when interfacing a JMS, RMS, or other existing system. DataWorks Plus can create custom interfaces with existing systems, such as a Records Management System (RMS) or a Jail Management System (JMS). Automatically having record data transferred between these systems and the live scan eliminates duplicate data entry and increases system and staff productivity.

Since the demographic data fields are not hard coded, each agency will be able to modify the demographic entry screens to meet their exact needs. Through the Administration Module, authorized users can even arrange the fields on the screen to match their local booking reports. During implementation, or in the future, fields can be added to the database and to the user interface without the necessity of additional programming.

The "Capture" button from the Main Menu screen will start the process of creating a new record by navigating the user to a demographic data input screen similar to the one shown below.

Figure 3: Demographic Data Screen (Fields Blank)



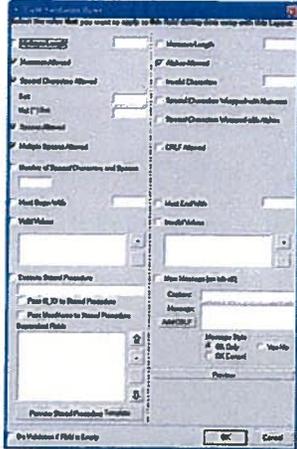
The screenshot shown above was designed for use with a touch-screen monitor, so the fields are larger for easy selection on screen. However, the fields, tabs, and layout can be customized specifically for your agency at implementation and modified as needed even after system implementation. Within each of the main tabs, such as "data," additional tabs, such as "address," can be added. Fields can be quickly and easily moved between by touching the field, using a mouse to select the field, or using the tab key.

When working with your agency to determine fields to be included in the system, DataWorks Plus will also ask for which fields should be required. Any required fields in the system will be displayed in yellow. The required fields will be validated prior to submittal to the State AFIS, which will reduce the possibility of the record being rejected upon submission.

Field validation can be configured using the Administration Module. It allows system administrators to add a stored procedure to a given field in order to validate its accuracy. Validation rules can be created for any of the available fields. For instance, the social security number field can be validated to make sure it does not begin with a 9 and only includes 9 numeric characters. Some of the field validation that can be added is:

- Minimum or maximum length
- Specify the number of special characters and spaces
- Allow numerics
- Execute stored procedures
- Allow alphas
- Mark dependent fields
- Allow special characters
- Allow special characters wrapped with numerics or alphas
- Specify what it must begin or end with
- Specify valid or invalid values

Figure 4: Field Validation

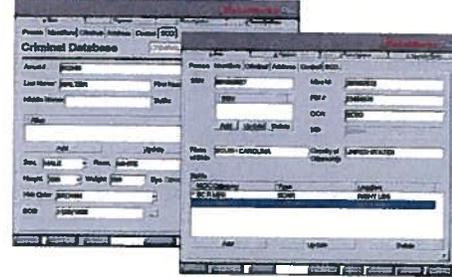


Several types of fields can be used for record input.

- **Pick-List Fields:** Also known as a drop-down menu, this field type is useful for any predetermined lists of options for the user to choose from such as race, eye color, or hair color, state, or agency.
- **Date/Time Fields:** This field type is useful for information such as date of birth and booking date. The date/time data can be entered manually or selected from an intuitive calendar view.
- **Alphanumeric Fields:** This field type is useful for information that is going to be non-uniform from person to person such as name, SID#, and SSN. Data can be entered in upper or lowercase letters.
- **Numeric Fields:** This field type is useful for strictly numeric data such as weight, height, or age.

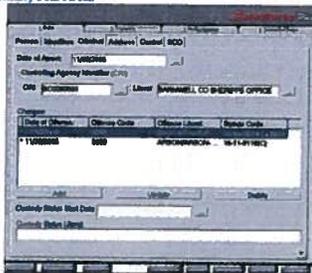
LiveScan Plus is capable of reading data from magnetic stripes on cards, such as drivers' licenses. When the card scanner is used with LiveScan Plus, the individual's demographic data is automatically entered into the record. This feature can greatly increase the efficiency and accuracy of data entered into your system and can be configured to work with any state's drivers' licenses or other identification cards.

Figure 5: Demographic Data & Identifiers Screens



Criminal Charges can also be entered into the database for each offense. To ensure consistency and correct entry for all charges, the user will be able to select each charge from a comprehensive list of offenses from the database. The offense code and statute code for each offense is then entered into system automatically to be stored with the record. DataWorks Plus can create a list for users to select from that includes all of your agency's specific codes and charges.

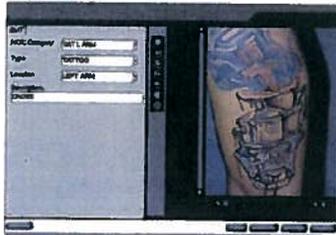
Figure 6: Criminal History Data Screens



1.2.2 Scars, Marks, and Tattoos

LiveScan Plus can also be used to capture additional images such as scars, marks and tattoo (SMT). SMT Images can be captured with a digital camera or imported from a file or memory card. SMT's can be added with the mugshot photos or they can be added from the data entry screen. Fields to describe the SMT image allow users to add information such as NCIC categories, SMT location, type of SMT, SMT description, and any other fields your agency needs linked to the SMT image. Each of the fields can be made available to search against after the record has been saved to retrieve records that have SMT images.

Figure 7: Scars, Marks, and Tattoos Screen



Once all of the SMT images have been added, the user can save the data to the record and the system will return to the data entry screen. All tattoos added to the record will be displayed on the record.

1.2.3 Fingerprint Capture

Once the user has entered all necessary record data, LiveScan Plus will guide the user through the fingerprint capture process step-by-step. LiveScan Plus includes quality assurance, feature extraction, sequence checking, and easy to follow workflow. LiveScan Plus provides the user messages throughout the scanning process to keep them informed of where they are in the workflow. For example, the system will provide messages as to which finger should be scanned next, when the system is checking the fingerprints, and when a fingerprint does not meet quality standards. The current step will be highlighted in the Workflow Status in white as well as display a white square around the finger to be printed next on the hand images. Users can easily see at a glance which images have been successfully captured or skipped (due to bandages or amputations). For this reason, training is minimal with the modern, color-based graphical user interface.

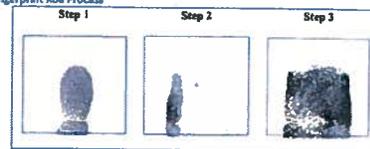
Figure 8: Fingerprint Capture Screen



1.2.3.1 Live Image Preview Panel

LiveScan Plus features a Live Image Preview Panel which displays the print as it is being captured. Whatever is inside the preview will be captured. Rolls can be started by tapping the foot pedal or clicking the on screen "Press" button onscreen. Fingers can be rolled to the right or to the left. The system can also be configured to use auto-capture. With auto-capture, the system will automatically start capturing the roll when detecting the finger on the plate.

Figure 9: Fingerprint Roll Process



1.2.3.2 Workflow Status Pane

This workflow status pane shows the user which of the fingerprints have been taken and if there are any errors or quality warnings...



Each item on the workflow status has a color coded status:

- Blanking white: This is the print you are currently on. This is shown in the example image with the Left and Right Thumb Slaps.
• Green: This print has been taken and has passed the quality check.
• Blue: This finger/hand is not able to be scanned.
• Yellow: This print is close to not meeting the necessary quality.
• Red: This print does not meet the necessary quality or could be the wrong finger and the print should be retaken.

LiveScan Plus can be configured so that the user will not be able to continue until prints displayed in yellow or red are retaken.

1.2.3.3 Hand Images

The print to be taken next will also be shown on the hand images. The left hand is shown on the left side of the screen and the right hand is shown on the right side of the screen.

Table 1: Hand Images



Just like the Workflow Status Pane, the hand images are also color coded to allow the user to see the status of the prints at a glance.

Table 2: Color Coded Status

Table with 2 columns: Image and Description. Rows include Green (print meets quality), Red (print does not meet quality), Yellow (print is close to not meeting quality), Blue (print is not able to be taken), and Example (right index finger unavailable).

1.2.3.4 Quality Assurance & Sequence Check

LiveScan Plus checks for such problems as "over" or "under" inking, and flags whether a print is of good, fair, or poor quality. Each rolled fingerprint image is processed through the Fingerprint Sequence Check...

The system administrator can use the Administration Module to set the number of attempts required for capturing fingerprints. The override function can also be turned off as needed.

If a user chooses to override Quality Assurance, then a manual override designation can be placed in the NIST record and printed on the card. Some agencies have elected to do this via an "Annotate Fingers" button...

1.2.3.5 Missing Fingers Panel

LiveScan Plus users can select options while scanning fingerprints to mark fingers as "Amputated" or "Bandaged / Unable to print". In this panel, each finger has two checkboxes that designate whether the unavailable fingerprint is due to a missing or a bandaged finger...

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Figure 10: Missing Fingers Panel



1.2.3.6 Fingerprint Review

At any time during the capture process, the user can go to the Review Panel to see all of the fingerprints captured. The system will automatically display this page after all fingerprints have been captured.

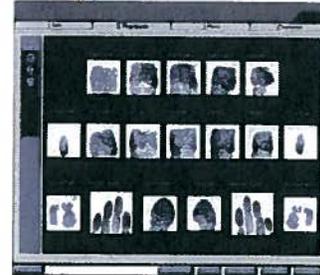
Figure 11: Fingerprint Review Screen



Each fingerprint displayed will be clearly labeled as to which print it is. Prints that have passed quality and sequence checks will have a green border. Prints that are of poor or questionable quality will have a red or yellow border.

Once all of the prints taken are satisfactory, the user can save the fingerprints to the record and the system will return to record display.

Figure 12: Fingerprint Record Display

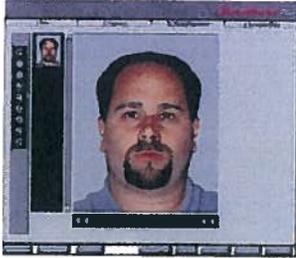


The fingerprint card can be printed from this tab, or after the record has been completed and additional photos and signatures have been added and the record has been submitted. The rolled and flat impressions will be displayed in the proper sequence within the designated clocks on a standard fingerprint card.

1.2.4 Photo Capture

LiveScan Plus can seamlessly integrate the mugshot capture process with the fingerprint capture process. By using the Digital PhotoManager Capture Module, the user will be able to capture mugshots within the LiveScan Plus interface without having to open another software program or switch to a different window.

Figure 13: Mugshot Capture Screen



To ensure consistent quality and standardization for every image captured, the system uses Face Find technology which locates facial features, such as the eyes of the individual being photographed and automatically centers and crops the photo

1.2.4.1 Facial Quality Check

DataWorks Plus also offers an automatic quality check that can check the quality of each photograph taken. This module will check if the head is centered, cropped, and tilted correctly and if the image's brightness, darkness, and width meet the customized quality metrics. The Quality Metrics will be displayed next to the photo after it has been captured.

Figure 14: Quality Check Display



There are three color coded quality messages.

- Fail (Red): This means that the item it is next to did not pass the quality check. In the example above, the head centered metric failed because the head was not centered in the image correctly
• Warn (Yellow): This means that the item is close to not passing quality check. You may choose to retake the image if you receive a warning.
• OK (Green): This means that the item passed the quality check.

The specific quality scores can be viewed by clicking on the details button. If an image does not meet the quality metrics as defined by your agency, then the user can be forced to retake the image. It is also possible to provide an override button to keep the user from having to retake the image. The system can be configured to require the user to try to capture an image a certain number of times prior to allowing them to override the quality check.

1.2.4.2 Signature Capture-Optional

LiveScan Plus has the ability to capture the signature of any individual being booked or of the user creating the record through an attached signature capture pad. The signature capture includes a live image preview that will display the signature as it is being written. If the signature needs to be retaken, the user can select to clear the signature and retake it before adding it to the record. The signature will be saved with the record digitally. This is also useful as a verification of someone's identity during booking, transport, and release.

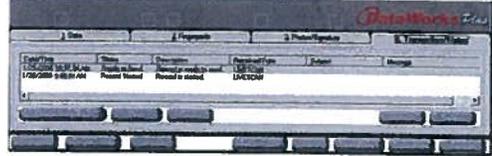


1.2.5 Transaction Tab

LiveScan Plus has the ability to submit data electronically to a state AFIS which saves the agency a large amount of resources involved in manually printing and shipping each fingerprint card to the state. Additionally, when LiveScan Plus is used in conjunction with DataWorks Plus NIST Manager Plus, the agency will have both the ability to print out the FBI Certified fingerprint cards used to save all data from the booking process to a secure local archive that can be accessed by authorized users. This functionality makes fingerprint cards available on a 24 x 7 basis to authorized users from their own workstations instead of locked away in a filing room.

The Transaction Tab will display the status and history for the record. The user can see the date/time the record was created, the status and description of whether the record is ready to be submitted to the database, the source of the record data, and any subject or message notes.

Figure 15: Transaction Tab



To ensure that records are not partially complete when being submitted, the user can use the Check Required function and the system will automatically check the record to ensure that all required information is included and entered correctly. If everything has been filled in correctly, then a new message, "Ready to Send" will be displayed. If there are any issues with the record, a message will be displayed to the user with the changes necessary.

After the record has been submitted, any information sent back by the state will be displayed. This could include information such as if an error occurred with a reason code or if the person was identified by a match.

1.2.6 Online Transaction Monitor

Transaction history can also be viewed with the Online Transaction Monitor. The Online Transaction Monitor allows authorized users to view and monitor the live scan transactions of each live scan workstation. Since this function can be accessed by any networked PC, multiple departments can use it to obtain information quickly. For example, a person in the IT Department can filter to see if there have been any network errors, while the Records Department can use it to see the hit/no hit status of submitted records. The color coded status bar provides immediate, easy to read status information for each record.

Figure 16: Online Transaction Monitor



Different users may wish to filter the results to only display records relevant to the situation. At the top of the screen there are several fields that can be used for customized searching.

Several fields are available that can be used for customized searching:

- TCN: This is the Transaction Control Number; this is automatically generated when a record is submitted.
• Key Field (OCA in this example): The record's unique identifier will be displayed here. This is customizable by your agency.
• Link Field (Local ID in this example): The record's linking identifier is displayed here, such as a Local ID, SSN, or SID.
• Date/Time: The date and time that the record was submitted is displayed here.
• Description: This field will display the last action to occur with the record. Descriptions include Identified, Packet Submitted, Ready to Send, Record Started, etc.
• Progress: The Progress Bar makes it easy to quickly identify the status of a record. If the progress bar is full, then the transaction has been completed.
• From: This field displays the record's submitting agency.
• Subject: This field will display the record's reference information.
• Message: This field displays any messages associated with the record.

To view more detailed status about a record, the user can open the transaction history to see a list of the actions that have been made for that record.

1.3 Retrieve Process Workflow

LiveScan Plus has been developed with an advanced search feature that allows users to retrieve records in the database to view, make edits, create and print reports, and verify identities of individuals. This is especially useful when the user needs to update information about a previously booked individual or needs to verify an individual's identity at transport and release. The user can retrieve a record by searching any field in the system.

LiveScan Plus is generally set up to use the DataWorks Plus Index Server index key fields in the database. Using the Index Server allows the system to respond to searches faster than if just searching using the SQL Server alone. This enables your staff to quickly perform searches in LiveScan Plus to retrieve the records and data that they need. All records that match the search criteria will be displayed with descriptive information so the user can easily verify which record to retrieve.

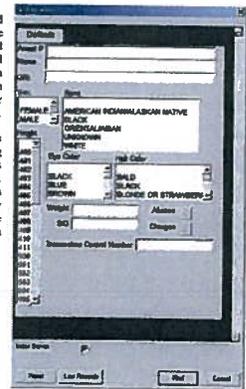
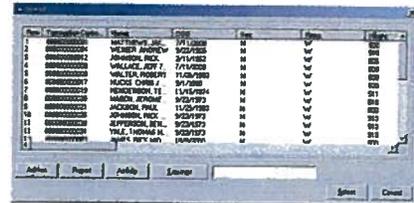


Figure 17: Retrieve Search Results



From this screen the user can open a retrieved record, view record activity, print reports, create an AdHoc report, or delete a record. Note that users will only have access to functions they have been given access to in the Administration Module.

1.3.1 Retrieve Records Activity Report

The system can track all actions performed in a record. Activity tracking will display the user, date, and action type performed. A record activity report can be created and printed for any of the retrieved records.

Figure 18: Retrieved Records Activity Report

Record ID	Date	User	Action
01-00001	01/01/01	John Doe	Print Report
01-00002	01/02/01	John Doe	Print Report
01-00003	01/03/01	John Doe	Print Report
01-00004	01/04/01	John Doe	Print Report
01-00005	01/05/01	John Doe	Print Report
01-00006	01/06/01	John Doe	Print Report
01-00007	01/07/01	John Doe	Print Report
01-00008	01/08/01	John Doe	Print Report
01-00009	01/09/01	John Doe	Print Report
01-00010	01/10/01	John Doe	Print Report

1.3.2 Report Tools

Users can click on 'Report' to display a list of predefined web reports that can be performed on the search results and printed out. Administrators can configure these reports or DataWorks Plus can create custom reports to meet the needs of your agency. LiveScan Plus' open database design allows every agency to make customized reports that will match the format of existing agency documents. The system provides the ability for administrators to make predefined report templates through the Administration Module or to import report templates created in third-party report creation software.

AdHoc reports can also be created from the search results. AdHoc reports are created using a customized report tool that allows the user to easily select individual fields to be put into a report one by one. The system will then display a report with all fields the user has chosen in the order they were selected.

Figure 19: AdHoc Report

Record ID	Date	User	Action
01-00001	01/01/01	John Doe	Print Report
01-00002	01/02/01	John Doe	Print Report
01-00003	01/03/01	John Doe	Print Report
01-00004	01/04/01	John Doe	Print Report
01-00005	01/05/01	John Doe	Print Report
01-00006	01/06/01	John Doe	Print Report
01-00007	01/07/01	John Doe	Print Report
01-00008	01/08/01	John Doe	Print Report
01-00009	01/09/01	John Doe	Print Report
01-00010	01/10/01	John Doe	Print Report

1.3.3 Delete or Seal Records

Authorized users will have the ability to delete a selected record from the system. Some agencies use this feature to either delete the record from the system or to seal a record. A reason code can be added to allow administrators to see why the action was performed on the record.

1.4 LiveScan Plus Training

DataWorks Plus will provide training in an on-site train-the-trainer program. Training staff from our corporate headquarters located in Greenville, South Carolina will be responsible for all aspects of system training. Our price includes system administration and end-user training. All training will be conducted on-site, and will consist of all training needed to assure an agency's staff can successfully operate the live scan system.

The LiveScan Plus user orientation training schedule is customized to meet your agency's administrative and operational needs. The length of training sessions and the ratio of hands-on practice to lecture time will be adjusted to fit the student's needs. The user training provided is a hands-on orientation training, which introduces the users to the features of the DataWorks Plus systems. The administrator training instructs the administrators on how to train new users, preventive maintenance procedures, and troubleshooting techniques. Certification can be provided upon completion of user and administrator training.

1.4.1 DataWorks Plus Documentation

DataWorks Plus will provide all user reference documentation and reference material. This will include manuals for all application software and system hardware such as a Site Preparation Guide, Administrator Guide, User Guides, and any contract-specific documents developed as part of the program plan.

User guides include a system overview, user interface basics, and detailed instructions for using all modes of operation for the featured workstation. Instructions describe the workstation screens and provide step-by-step procedures for completing workstation tasks. Administrator Fingerprint Scanning Equip

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guides cover hardware, software, communications, diagnostics, monitoring system activity, reporting, backup and recovery, and maintenance.

Online help manuals are included in the software and can be used at any time to assist users in navigating the software. Users can click on "help" from the application and search for information as needed. In addition, these manuals can be printed as necessary and used in any future training classes as needed.

1.4.2 Train the Trainer Classes

Using a "Train the Trainer" method, DataWorks Plus will train supervisors so they can in turn train their staff. This approach ensures system administrators will also be equipped to train additional staff in the future and reduces the training costs to your agency. The one-day training session takes place on-site and prepares up to three trainers for user orientation training. Training will be conducted on the installed live scan. Manuals will be provided for each trainer.

Trainers will be prepared to provide user orientations including lecture and hands-on practice with the LiveScan Plus system. The training uses the documentation provided with the system to familiarize users and system administrators with the products.

User Training explains how to create a new booking record, import demographic data, capture fingerprint images, print a record, locate and update an existing record, delete an existing record, capture mugshot images (if photo capture module is purchased), and print.

The following tables contain a general outline of the primary topics that will be covered during the training sessions. Length of the training sessions and the ratio of hands-on practice to lecture time are adjusted to fit student's needs. The easy to use Graphical User Interface (GUI) of LiveScan Plus requires minimal training. We have included eight (8) hours of train the trainer training, but in most cases, the full 8 hours is not necessary to complete the training.

Table 3: Train-The-Trainer Outline

Subject	Topics
Operating System	System Navigation Log in & out of system
Booking	Record Creation Ten Print Capture Data Capture/Import Photo Capture Module (if purchased)
Searching/Retrieving Records	NIST Manager Express (if purchased)

	NISTWorks Web Retrieval (if purchased)
	Retrieving
	Printing
Additional Topics	Fingerprint Comparison
	Online Transaction Monitor

1.4.3 System Administrator Training

System Administration Training is provided on-site using the installed system. System administrators will be trained in a one-day training course (up to 8 hours).

System Administration Training explains routine backup procedures, the use of filters to narrow the scope of a search, the procedure for creating a search filter, preventive maintenance procedures, and troubleshooting.

Table 4: Administrator Training Outline

Subject	Topics
SQL Server 2005	Backup/Restore Administration Security
Administrator	Capture Search Printing Data base modification User & Group Creation Report Generation Screen Creation Activity Tracking Online Transaction Monitor System Security
System Interfaces	As required to reflect customer configuration and workflow

1.4.4 On-Going Training

DataWorks Plus can provide on-going training at a lower cost than other vendors since we will have a local Alabama Support Office located centrally in the state and plan to expand to have regional representatives as needed. On-going training will also be available either on site at the customer location or from our headquarters in Greenville, South Carolina. Training classes are also offered via web demonstrations. These classes can be scheduled so that your staff can attend the classes online from the convenience of their own desk. The instructor will provide the same instruction as is available in the onsite class. Your staff will be in a conference call with the instructor and other attendees and will have the chance to ask any questions needed. These additional training classes can be purchased on an as needed basis.

DataWorks Plus' Approach – More than Just a Live-Scan
New Approach to Livescan

DataWorks Plus has introduced affordable technology that is integrated with our live-scan products to further expand capabilities not found in a traditional live-scan. We believe an agency that is using a live-scan should not have to manually print and file local ten-print cards. We believe the live-scan data and state AFIS transactions (hit/no hit, error messages, etc.) should be accessible by any user, on any workstation with the appropriate security rights. Data should be available on-demand on a 7 by 24 basis. And DataWorks Plus believes the live-scan data should be available to build additional applications such as facial recognition and local rapid-ID fingerprint verification and fingerprint identification.

The DataWorks Approach greatly increases staff productivity and provides law enforcement with tools that help to solve crime.

1.5 NIST Manager Express and Plus -Optional

The traditional live-scan configuration does a good job with the electronic capture of demographic data, fingerprints, palm prints and electronic submission to a state AFIS. However, only a limited number of bookings can be stored on the traditional live-scan, which forces the user to print each ten-print card and then manually file. Access to the printed ten-print cards requires manual intervention and is often limited and time consuming. Ten-print cards that reside in a filing cabinet are of little value in implementing applications for fingerprint verification and identification.

DataWorks offers a product called NIST Manager Express. This software can be added to a DataWorks Livescan to electronically store ALL data that is processed by a livescan. Tenprints, Palm Prints, Demographic Data, Photos, Signatures and Document Images can be permanently stored by the NIST Manager software. This software eliminates the need to print and manually file every tenprint card. It also offers on-demand access (twenty-four hours per day, seven days per week) to all authorized people that need to obtain a copy of a tenprint card. The information is retrieved from the NIST Manager Express software using a standard web browser.

The DataWorks Livescan will greatly improve the productivity of your staff.

NIST Manager Express can be configured to store up to 50,000 tenprint cards. If your agency needs to store more than 50,000 tenprint cards, the NIST Manager Express version can be upgraded to the Enterprise (Plus) version on a dedicated server. The NIST Manager Plus Enterprise version can be configured to store as many records as needed.

Web-Enabled NIST MANAGER Express (NIST

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Archive:

- Electronically stores ALL booking information processed by the live-scan.
Electronic access to all live-scan data using a standard web browser
All departments within an agency can have electronic access to the data
24/7 Access by authorized individuals
Local printing of the ten-print card is not required (optional)
Manually filing of ten-print cards is not necessary
Perform a manual side-by-side fingerprint comparison
Build single finger matching database from tenprint records

In addition, since the data is stored electronically, your agency can build additional applications for fingerprint verifications (1:1) and fingerprint identifications (1:N). The DataWorks Plus SAF-ID product can be installed to provide fingerprint matching for various applications where positive identification of an individual is needed.

NIST Manager Express gives authorized staff 24 x 7 electronic access to the fingerprints and data captured by LiveScan Plus. NIST Manager Express is an archiving system that electronically stores, forwards, retrieves, and prints ten-print cards and all associated data generated by a live scan. Fingerprints, palm prints, photos, demographic data, electronic signatures, and document images for each record can all be kept organized in one location. Authorized users will be able to access the data from any workstation on the agency's network. This sophisticated electronic storage saves agencies a tremendous amount of clerical work and resources that are traditionally involved in ten-print card record management.

Benefits of NIST Manager Express include:

- AFIS Interface: NIST Manager Express can interface your live scan system seamlessly with a state or regional AFIS so that all fingerprint data can be sent to the AFIS electronically. The agency will no longer be forced to manually print and ship any fingerprints data.
Electronic Archiving: While NIST Manager Express gives users the capability of printing out FBI certified ten-print cards, agencies will no longer have to rely on hard copies as a means of storing or backing up data. All fingerprints generated by a live scan can be stored in the NIST archive, which simultaneously makes the records more accessible while reducing the cost of storing the hard copies of ten-print cards.
Print Verification Tools: By building an electronic database of fingerprint images, NIST Manager Plus can serve as the backbone for (1:1) and (1:N) fingerprint verification programs such as DataWorks Plus' SAF-ID. This is useful for inmate tracking and Rapid-ID programs. Fingerprint images can also be compared manually as an investigation tool.

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Figure 20 - NIST Manager Express and Plus Screens



1.6 SAF-ID- Optional

The fingerprint database built by LiveScan Plus can be used to provide positive identification with SAF-ID. SAF-ID is an extremely fast and accurate software solution that uses advanced fingerprint matching techniques to provide positive identification or verification of an individual. This allows an officer to scan a person's finger on any compatible fingerprint scanner and search a fingerprint database for a positive match. The compatible devices range from USB scanners to wireless devices or all in one mobile devices. SAF-ID will work with devices that can be used in conjunction with a PC, laptop, or PDA. This gives SAF-ID a large amount of usability for both fixed locations and mobile applications. Whether the agency needs to search for a few hundred matches per second or hundreds of thousands of matches per second, the system is scalable to meet system performance requirements for any size agency.

Benefits of SAF-ID include:

- Customizable Systems: Since SAF-ID software can be used with any major fingerprint scanner, DataWorks Plus is able to have an open ended approach to designing a SAF-ID system that meets an agency's needs. This helps in scaling the software to meet agency size demands and selecting the proper fingerprint scanners to do the job.
Multiple Applications: SAF-ID gives agencies a maximum return on their investment by offering a wide range of practical uses.
o The system can be used to obtain a positive ID at:
o (Jail Entry/Exit) booking, transport, and release
o in the courtroom
o on mobile patrol in the field
o prior to serving warrants
o the medical examiner's office
o to identify crime scene victims

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- Seamless Product Integration: SAF-ID can be seamlessly integrated with other DataWorks Products such as LiveScan Plus and Digital PhotoManager, as well as an agency's existing AFIS, live scan, and photo imaging systems. This saves agencies from being forced into changing their own system setup and preserves the investments that they have already made in previous system upgrades.

Figure 21 - SAF-ID Sample Devices



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LiveScan Plus™ SYSTEM PRICING

Description	Unit Price	Qty	Extended Price
System Pricing is consistent with pricing provided for Alabama State Contract - T-Number: T-710 Contract # 4011134 Solicitation # 2215072			
LiveScan Plus™ System Desktop Modular Line item # 00001 Commodity #205-41-079076	\$14,366	1	\$14,366
FBI Certified Tenprint Card Printer (Duplex) Line item # 00003 Commodity #205-41-079076	\$1,450	1	\$1,450
LiveScan Transaction Monitoring Software	Included	1	Included
Uninterruptible Power Supply (UPS)	\$250	1	\$250
Back up Device (not intended to replace agency back-ups)	\$250	1	\$250
Touch-screen Monitor	\$950	1	\$950
WebWorks Plus Retrieval and Live-up is intended for investigative and administrative applications where full featured search, line-up, reporting, printing, tracking, administration, and activity logging capabilities are desired. Users are generally in an investigative environment and immediate access by multiple concurrent users may not be mandatory	\$5,000	1	Use Existing license/Birmingham access
NIST Manager Express (Archive for Permanent Electronic Storage for up to 20,000 TenPrint Cards with advanced features) with 5 NISTWorks™ Internet Explorer Clients (5 Concurrent User) Software License to enable access to Fingerprint cards from existing computers via Web Browser Method	\$5,000	1	Use Existing (Transfer to new Station)
Fingerprint Verification (1:1) and Fingerprint Identification (1:N) software (SAF-ID/RAPID-ID) This option includes our Livescan Automated Fingerprint Identification Matching Software. Prior to the booking process, your staff will be able to search your local fingerprint database to determine if that person has been arrested before. At release, you will be able to perform a one-to-one fingerprint verification to assure you release the correct inmate. NOTE: Price quoted is for Livescan workstation to be used for this. If agency desires to put license on different workstation or expand to provide to additional workstations/agencies, --Call for Server License Pricing	\$5,000	1	\$5,000 Bonus Search Birmingham consolidated DB

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NOTE: A NIST Manager Express or Plus option must be purchased to provide this feature			
Jail or Records Management Demographic Data Interface	\$5,000	1	\$5,000
<ul style="list-style-type: none"> Eliminate duplicate data entry Demographic data that is entered on jail/Records management system will be downloaded to the live scan Includes pricing for the DataWorks Plus portion of the interface (i.e. your jail management vendor may have additional charges) Image back to FMS upon record save One-Pass, One-Direction Interface Design 			
AFIX NIST Export	\$2,500	1	\$2,500
Additional Professional Services	\$2,500	1	\$2,500
TOTAL			\$32,266
DISCOUNT: offer reflects discount based on using existing interface protocol with New World systems already in place at other AL agencies (\$2,500)			
Less Preferred Customer Discount (BBBH-214)			(\$2,500)
TOTAL including Discount:			\$27,266
Apply Maintenance towards balance (\$8,988.16 per year) 10 months applied to purchase price			(\$7483.00)
TOTAL including Maint pro-rata			\$19,783.60

Maintenance available after 1 year warranty for \$4,152 per year for items above. Additional fees will apply if options are added.

Additional engineering effort by DataWorks Plus beyond the scope of the standard product will be charged at our standard rate of \$180 per hour, plus any related travel or administrative expenses.

ADDITIONAL OPTIONS:			
Professional Services: Re-Map SQL-SQL Birmingham Connection (Requires server)	\$3,500	1	\$3,500
SAF-ID/RAPID ID Additional Workstation Licenses (to be installed on customer provided PC's) Will require SAF-ID Server-call for pricing	\$3,500	1	\$3,500
Blue Tooth Single Finger Print Scanner (to be added to customer provided PC)		1	\$850

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USB Single Finger Print Scanner (to be added to customer provided PC)		1	\$850
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DataWorks Plus reserves the right to substitute hardware quoted above (if any). Actual hardware to be provided will be equal to or exceed the requirements proposed.

We appreciate the opportunity to present this Proposal, which will be valid for 90 days, after which availability and prices are subject to change. To confirm your requisition, please submit your purchase order within this time frame. Prices are exclusive of any and all state, or local taxes, or other fees or levies.

This quote is subject to the following payment conditions:

- Payment due at installation.
- Payment net thirty (30) days from receipt of the DataWorks Plus invoice.

Should you require further assistance, please contact me at (864) 672-6783. I look forward to talking with you further. DataWorks Plus is anxious to work with you on this and other Photo Imaging System, Booking System, Crime Scene Management, Positive ID, Integration or Information Management System needs.

Best Regards,

Becky Houston

Becky Houston
 DataWorks Plus
 728 N. Pleasantburg Drive
 Greenville, SC 29615
 Tel: 864-672-6783 direct
 Fax: 864-672-2787

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February 26, 2014

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

**SUBJECT: Project No. SRTS-SR09 (903 & 904)
Safe Routes to School Mountain Brook Sidewalks, Jefferson County
Supplement to Contract for CE&I Services**

Dear Sam,

Based on a current project-to-date budget review of the Safe Routes project we are in need of a supplement to the original contract agreement. An hourly supplement of \$80,000 is hereby requested to cover budget overruns and additional services requested by the City.

Contract Summary

- Sain's original contract amount was approved at \$116,716.48 in August 2012.
- From August 2012 to August 2013, Sain expended \$21,999.39 of effort at the City's request to coordinate with the City and citizens over a section of the project that was ultimately removed from the project and conduct other coordination regarding the project in general. These services were outside the scope of work in the original contract because they were not connected with the actual construction.
- Removal of the contested section of project forced an automatic reduction in Sain's fee contract by \$21,428.05. The reduction was mandated by ALDOT due to their directive of the initial CE&I original budget being capped at 15% of the construction cost. Therefore, since the construction cost was reduced, the CE&I maximum contract amount was also reduced.
- The revised total contract for CE&I services (covered services from September 2013 to February 2014) is \$73,289.04.
- Sain has averaged \$20,000 in effort incurred per month on the Safe Routes project. The project has included extensive coordination with residents which has heavily influenced the amount of effort incurred. The current contract dollars will be expended at the end of February.
- A supplement of \$20,000 per month is needed to cover CE&I services from March 2014 to July 1, 2014 (total of \$80,000.00) to complete the project per the contractor's current estimated construction schedule. The requested supplement is hourly with a maximum budget of \$80,000.00 and is based upon the current completion date provided by the contractor. Per our contract terms, Sain only bills the City for the services rendered based upon the approved hourly rates and will not exceed the maximum budget for the project.
- With the supplement, the revised overall contract total will be \$175,288.43.

As stated above our CE&I services have typically incurred approximately \$20,000 in effort per month. The effort associated with our services includes:

- 45 hours per week (average) for full time inspection (\$20.00/hr base pay)
- 16 Hours per week (average) for project management (\$29.50/hr base pay)
- 2 hours per week (average) for project civil engineer oversight (\$43.00/hr base pay)
- \$3500 (average) per month for geotechnical services for required concrete testing

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- Per our contract terms, all hours are multiplied by Sain's approved FAR audit rate (174.25%) and facilities cost of capital then the total invoice is adjusted for 10% profit.

As of February 1st, there was approximately \$20,000 remaining in the current project budget which should cover CE&I services to the end of February.

Services Outside of CE&I Scope

When the project was originally set to move forward, in August 2012, there was public displeasure regarding several portions of the project. Ultimately the City decided to remove a portion of the project along Dexter Ave. From August 2012 until August 2013, Sain incurred expenses for coordination (phone calls, emails, and meetings) with residents, ALDOT, the City, and the designer (Nimrod Long and Associates). To compensate Sain for these expenses, the City decided to keep Sain's CE&I contract open with the intent of supplementing the contract as needed.

During the time period from August 2012 until August 2013 and prior to commencement of construction Sain incurred approximately \$22,000 in effort associated with the above-described project coordination.

Modification of the Original Contract

The original contract estimated the number of contract days as 130. When the Dexter Avenue portion of the project was removed and the plans were re-bid at a reduced cost of almost \$200,000, the 130-day project schedule was not reduced. By not reducing the construction schedule, the contractor is allowed the same amount of time to do less work. ALDOT requires the original budget for CE&I to be capped at 15% of the overall construction fee. Therefore, when the construction cost was reduced, ALDOT reduced Sain's fee by approximately \$21,500.

Construction Schedule Delays

The construction inspection work started in August 2013. Based completely on 130 working days end without any delays, the construction end date was originally estimated to be around March 7th (including holidays). At the start of construction, Sain evaluated our contract of \$73,289 and estimated the CE&I could possibly be completed within the remaining budget if no delays were experienced and property owner coordination was minimal. However, the project has experienced delays and coordination with residents has been extensive.

The project has been delayed due to several factors.

- From the start of construction until February 1st there have been 25 working days not charged due to weather-related issues that have hindered Walker Patton's crews from working at all or working on "controlling items of work".
- There have been 13 other days not charged due to delays from issues such as the utility conflict on Canterbury Road with the irrigation lines and invisible dog fences, a broken water line on Canterbury Road, and Walker Patton's annual company vacation days.
- There is a large tree on the corner of Canterbury Road and Cambridge Road in conflict with the proposed sidewalk. Sain has coordinated this issue with the property owner, ALDOT, Walker Patton, the City, and Nimrod Long and Associates. Resolving this issue included research on alternative ADA compliant surfaces. At this time, the current proposal is to install brick pavers in this area, and we are awaiting pricing details from Walker-Patton.
- According to the approved design plans, there was one residence on Canterbury Road for which the property owner was allowed to install ADA compliant pavers across their driveway where the sidewalk crossed. However, this property owner deviated from the original plans and has installed a retaining wall and pavers that could possibly be considered non-ADA compliant. This deviation has caused a variety of issues and has resulted in Sain attending five meetings and coordination with Walker-Patton, the City, ALDOT, Nimrod Long and Associates, and the property owner.
- All of the days not charged are in conformance with ALDOT's guidelines. Days charged are subject to a claim by the contractor if he is not in agreement. Walker Patton has already expressed disagreement with several days that have been charged and Sain is currently working



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- with the contractor and ALDOT in regards to the time charges.
- According to ALDOT's guidelines, full time inspection is required whenever the contractor is working on pay item work. So even though days were not charged against the construction contract, Sain has maintained full time inspection whenever the contractor has been on site in accordance with ALDOT requirements.
- Based on the previously described delays there were 63 working days remaining as of February 1st. If no delays were experienced, the estimated end of construction date would be April 30th with project closeout being completed by May 30th. However, an expectation of no delays is unrealistic. According to Walker Patton's latest schedule, he anticipates completing construction on June 1, 2014. Project closeout is estimated to take a month and is expected to be complete around July 1, 2014.

Property Owner Coordination

The property owner coordination on this project has been extensive. The majority of the work that has been performed has been on the Mountain Brook Elementary sites (Canterbury Road, Overhill Road, and Watkins Road.) Some work has been performed near Crestline Elementary on Vine Street. Since August 2013, Sain estimates we have coordinated with at least 26 property owners, most of which have involved multiple phone calls, emails, and meetings. We expect the property owner coordination to continue as the construction progresses.

As described above, our request for supplemental funds is based upon three major items:

- Coordination services provided outside the scope of work and at the request of the City
- Construction schedule delays outside of our control, and
- Extensive property owner coordination above and beyond the norm.

The requested supplement is an hourly budget with a maximum budget of \$80,000.00. We sincerely appreciate the City's consideration of this request. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,



Michael Lynch, P.E.
AL Registration # 30861



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

