

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
NOVEMBER 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 5:45 p.m. on Monday, the 23rd day of November, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

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

1. AGENDA

1. Proposal from Nimrod Long & Associates and Schoel Engineering to design sidewalk connections and pedestrian bridge to connect to the Phase 5b sidewalk (Resolution No. 2015-180 was added to the formal agenda).
2. Blueprint Birmingham \$5,000 funding for fiscal year 2016 (Motion No. 2015-181 was added to the formal agenda).
3. Workplace Violence Policy (Resolution No. 2015-182 was added to the formal agenda).
4. Transportation Network Company ordinance (Ordinance No. 1945 was added to the formal agenda).
5. Three (3) items dealing with small cell technology facilities-Steve Stine (Appendix 1). The draft ordinances are still being reviewed by Crown Castle. Final ordinances are expected to be presented for the Council's consideration on December 14, 2015.
6. Review and discussion of the 7 p.m. formal meeting agenda topics.

2. ADJOURNMENT

There being no further matters for discussion, the Council President adjourned the meeting.

3. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from a meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 23, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.



City Clerk

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Sam Gaston

From: Steve Sline
 Sent: Friday, November 20, 2015 11:53 AM
 To: 'Steve Boone'
 Cc: 'Sam Gaston'; whitcolvin@bishopcolvin.com; Dana Hazen
 Subject: Small Cell Technology Ordinances and Franchise Agreement with Crown Castle - Materials for Monday Night Council Meeting
 Attachments: ORD - Small Cell Technology Ord Nov 18 for Chap 126.docx; ORDINANCE Amend Chapter 14 Fees_Nov18.docx; Crown Castle_MountainBrookFranchiseAgmt_Nov 19 w Change in Sec 6.docx

Steve, as promised and per your request, attached are the materials to send to the City Councilors concerning the Small Cell Technology matters on Monday night's meeting Agenda:

1. Small Cell Technology Facilities Ordinance - Nov 18 Version
2. Ordinance to Amend Chapter 14 - Fees Small Cell Facilities
3. Proposed Franchise Agreement with Crown Castle - Nov 19 Version
4. A Nov 20 Memorandum that I have prepared to provide the Councilors an overview of these matters.

Also, please remember that we need to attach the photos that Dana sent on Wednesday afternoon and proposed as the Exhibits to the Facilities Ordinance, and include those photos in the Council packets. Before you attach and circulate that, could you please remove the "Verizon" heading on the photos and the page with words from these photos as neither of this extraneous information needs to be in the final form of the Ordinance? Thanks.

Steve Sline
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This email has been checked for viruses by Avast antivirus software.



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11/20/2015

MEMORANDUM

To: Mountain Brook City Councilors
 From: Steve Sline - Bishop, Colvin, Johnson & Kent
 Re: Overview Small Cell Technology Matters on City Council Agenda for November 23, 2015
 Date: November 20, 2015

The following three related matters are on Monday night's Council Agenda:

- (a) An Ordinance to adopt regulations for the installation and use of Small Cell Technology Facilities on the ROW and private properties in the City. If this Ordinance is adopted, these new regulations will be placed in a new Chapter 126 in the City Code;
- (b) An Ordinance to Amend Existing Chapter 14 to provide for new permit and annual license fees for placing Small Cell Technology facilities in the City; and
- (c) A Franchise Agreement between the City and Crown Castle NG East, LLC (Crown Castle) that will allow it to construct a Small Cell Network on the ROW in the City.

Below is a brief overview of these matters and Small Cell Technology.

Background

The services provided by cellular and other wireless carriers heavily rely on antenna, signal converters and related equipment that those carriers locate on large facilities known as "macro towers." Chapter 125 of the City Code regulates the placement, use and operation of such macro towers in the City. However, locating more macro-cell towers in any community is problematic for all concerned. Further, communities like Mountain Brook have "coverage gaps" where some wireless carriers are unable to provide wireless service or may offer sub-standard service because of topography, the unavailability of macro cell towers, the difficulties associated with acquiring new macro towers and other factors.

Technologically, the use of Small Cell Technology facilities has been advanced by the wireless industry as a means to meet the growing demand for cellular and other wireless services, to fill coverage gaps and minimize the demand for new macro towers. Photographs that illustrate the types of Small Cell Technology facilities in question and types of requested installations are attached to the proposed Small Cell Technology Facilities Ordinance.

In the recent past, the Federal Communications Commission (FCC) has enacted regulations that effectively mandate that local governments allow the installation of Small Cell Technology Facilities on a relatively expedited basis. However, these regulations also recognize that, provided a local government does not enact regulations that prohibit or have the effect of prohibiting interstate or intrastate telecommunications, that government may exercise its general police powers to regulate the placement and use of such facilities in their jurisdictions.

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At a pre-Council meeting earlier this year, Crown Castle provided preliminary information concerning its request for authorization to install a Small Cell Technology Network on the City Right of Way (ROW). Crown Castle owns macro towers in multiple locations and leases those facilities to wireless carriers. Further, it holds a certificate issued by the Alabama Public Service Commission to provide telecommunications service in this State. Crown Castle is not a cellular carrier itself or currently engaged in the business of delivering wireless or other telecommunication messages and signals directly to end users. Instead, its primary line of business appears to that of a facility provider (i.e., a carrier's carrier) that constructs, installs and operates facilities that are used by those telecommunication carriers who directly serve end users.

After Crown Castle's prior presentation, Dana Hazen, Steve Boone, Sam Gaston and I have had many meetings and discussions, and considerably interacted with representatives of Crown Castle (including its local counsel, Andy Rosenstein) concerning its request. The City Staff and I have investigated pertinent matters and drafted the proposed Ordinances. Further, multiple drafts of them and the proposed Franchise Agreement, and other information pertinent to these matters, have been exchanged between representatives of the City and Crown Castle in the recent past.

After careful consideration of all matters, the City Staff and I recommend approval of three Small Cell Technology matters that are on Monday's agenda in substantially the form presented to the Council. This approval will provide the City a regulatory framework that balances the interests of all concerned, is consistent with federal and state regulations and laws, will benefit the citizens of the City by improving the quality and availability of wireless communication service to them, and will reasonably accommodate Crown Castle's request.

Interestingly, it is believed that Mountain Brook may be the first local government in Alabama to consider adoption of Small Cell Technology regulations and implement this Technology. In fact, Crown Castle has identified the City as a "priority area" for the wireless service improvements that should transpire in the City if the Council approves the subject matters.

Highlights of Proposed Ordinances and Agreement

As discussed above, the Small Cell Technology Facilities Ordinance is intended to allow the wireless industry to install Small Cell facilities at locations in the City needed by wireless carriers to improve service, but simultaneously regulates the placement and use of those facilities in a manner that is consistent with the nature, aesthetic qualities and character of the City. The key features of this Ordinance and the proposed Franchise Agreement are noted below:

Facilities Ordinance

1. No Small Cell antenna, converter, or other accessory equipment that is placed on a pole or other structure on the ROW may be installed without a permit from the City.
2. Any request by the applicant to install a new pole on the ROW must be approved by the City Council.

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3. In addition to utility poles, facilities may be placed on Traffic Signals, Street Lights owned by the City, except that no attachments may be made to the City's decorative lights in the 3 Villages.
4. Any wireless carrier, certified telecommunication provider or party authorized by a carrier can apply for a Small Cell facilities permit.
5. Requests for permits will be administratively considered and made by the City Manager, and not submitted to the Planning Commission for consideration.
6. Decisions on permit requests must be made within 60 days after the applicant provides all information required in the Ordinance.
7. The factors to be considered by City Manager in determining whether to issue a permit at a requested location include the following: whether options to collocate the facilities on an existing utility pole or structure have been exhausted; the demonstrated technological need for the facilities at the requested location; the visual impact of the facilities; the character of the area; whether the facilities are aesthetically consistent with the immediate area; the height that the facilities may extend over an existing structure; and whether the proposed installation will interfere with the public's use of the ROW.
8. In the permitting process, the burden is on the applicant to show that its proposal is the minimal physical installation that will meet the needs of the wireless service carrier.
9. Permits are also required before placing Small Cell facilities on private properties. In addition to the other factors that are considered with respect to permitting of facilities on the ROW, stealth technology requirements and setback regulations apply when Small Cell facilities are placed on buildings in the City.

Ordinance to Amend Chapter 14

This proposed amendment will set the following new fees related to Small Cell facilities in the City:

1. Permit Application and Review Fee - \$300;
2. Initial Permit Fee per Structure - \$100; and
3. Annual License Fee for each structure on ROW on which Facilities are placed - \$500.

Franchise Agreement between City and Crown Castle

The purpose of this Agreement is to grant Crown Castle a franchise to construct, maintain and operate a Small Cell Network on the City ROW. This Network will include not only the antenna, converters and other Small Cell facilities that are placed on structures, but also include fiber lines, hubs, and other equipment that connect the facilities on the structures to the remote macro towers used by wireless carriers. Provided Crown Castle complies with the permitting and other requirements of the proposed

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Small Cell Technology Facilities Ordinance, the approval of this Agreement will allow Crown Castle to construct its contemplated Network.

The franchise proposed for Crown Castle is non-exclusive. In the future, the City may be asked to grant wireless carriers and other entities that are similarly situated to Crown the right to build their own Small Cell networks in the City.

The terms of the proposed Agreement with Crown Castle are substantially similar to other Franchise Agreements entered by the City. Particularly, it is modeled on the franchise agreement entered by the City earlier this year with Southern Light, LLC for it to construct a fiber optic telecommunication system in the City. The initial term of the proposed Franchise Agreement is 10 years, and, like the City's agreement with Southern Light and other franchisees, Crown commits in the proposed Agreement to pay the City a Franchise Fee of 5% of its gross revenues from its operations in the City.

I and other members of the City Staff who are familiar with these matters will be at Monday night's meeting to address any questions that you may have concerning these matters. Also, Crown Castle's local counsel and their area Governmental Affairs representative are expected to attend that meeting.

CC: Sam Gaston
Steve Boone
Dana Hazen

(c) the provider or applicant fails to perform any of their responsibilities, obligations and requirements in this ordinance or in a permit that relate to the installation, construction, maintenance, use or operation of the facilities, accessory equipment or support structures, and that breach remains uncured for a period of sixty (60) days after the City provides written notice of the breach to the provider or applicant.

(2) "Accessory Equipment" means any equipment other than an antenna that is used in conjunction with Small Cell Technology facility arrangements. This equipment may be attached or detached from a Small Cell Technology Wireless Support Structure, and includes, but is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio heads, fiber optic cables and wiring, meters, and power switches on or in the immediate vicinity of a support structure.

(3) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals, is attached to a Small Cell Technology support structure and is used to communicate personal wireless services.

(4) "Applicant" means a personal wireless service provider, an entity that is authorized by a personal wireless service provider to apply for or receive a permit to install, construct, modify or maintain a Small Cell Technology Facility and related accessory equipment or support structure in the City or an entity certified by the Alabama Public Service Commission as a telecommunication service provider.

(5) "Application" means a formal request submitted to the City for a permit to install, construct, modify or maintain a Small Cell Technology facility and related accessory equipment or support structure.

(6) "City" shall mean the City of Mountain Brook, Alabama.

(7) "City Council" shall mean the City Council of the City of Mountain Brook, Alabama.

(8) "City Manager" shall mean the person appointed by the City Council as the City Manager of the City. The City Manager includes any employee of the City or other person designated by that Manager to perform the responsibilities in this ordinance.

(9) "Collocation" means the placement or installation of new Small Cell Wireless Technology Facility or related accessory equipment on an existing utility pole or other support structure that is owned, controlled or leased by a utility, the City or other person or entity.

(10) "Personal Wireless Service Provider" or "Provider" means an entity that provides personal wireless communication services to the public or citizens of the City on a commercial basis, and is authorized by the FCC to provide those services.

(11) "Private Property" means real property located in the City that does not lie within the public right-of-way.

(12) "Public Right-of-Way" means the surface and space above and below the public rights of way, streets, avenues, highways, roads and dedicated municipal easements within the City's corporate boundaries.

(13) "Small Cell Technology Facility(es)" means and includes the following types of structures: (a) antenna; and (b) accessory equipment. Photographs and illustrations of the types, relative dimensions

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT REGULATIONS FOR SMALL CELL TECHNOLOGY FACILITIES IN THE CITY OF MOUNTAIN BROOK, ALABAMA

WHEREAS, the City Council of the City of Mountain Brook, Alabama seeks to facilitate the availability of reliable, personal wireless communication services for its citizens and the public by permitting the placement along City right of ways and on private properties of Small Cell Technology facilities (as hereinafter defined) and structures required to furnish those services; and

WHEREAS, the installation, expansion, and maintenance of Small Cell Technology facilities and associated structures on or along City rights-of-way and on private properties has significant impact upon: (1) the aesthetic values and historic character of the City; (2) safe use and passage on or along the right-of-way by the public; and (3) properties and property values in the City in areas where such structures are placed; and

WHEREAS, the Federal Telecommunications Act (the "Act") and regulations promulgated with respect to the Act by the Federal Communications Commission ("FCC") authorize local governments to enact reasonable regulations for the placement, expansion, height, and maintenance of Small Cell Technologies facilities and structures; and

WHEREAS, as provided in this ordinance, the City seeks to mandate, where feasible, the collocation of Small Cell Technology facilities on existing utility poles and other support structures as opposed to installation of new structures; and

WHEREAS, the above-noted collocation and other provisions of this ordinance are intended to be consistent with the Act and its associated regulations; and

WHEREAS, the adoption of the regulations, procedures and requirements in this ordinance will permit personal wireless service providers to enhance the provision of those services and protect the public welfare, health, safety and interests of the City's citizens.

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

A new Chapter 126, will read as follows, is hereby adopted and shall be inserted in the Mountain Brook Municipal Code:

Chapter 126 - Small Cell Technology Facilities

Section 1. Definitions

The terms below have the following meanings for purposes of this ordinance.

(1) "Abandonment" or "Abandon(s)" means that, following the placement of Small Cell Technologies facilities (and associated accessory equipment) or support structures in the City pursuant to a permit issued to personal wireless service provider or applicant, any of the following has occurred: (a) for any reason the facilities cease to be used to transmit signals, data or messages or otherwise be used for their intended purposes for a period of ninety (90) days; (b) the City revokes the permit for placement and use of those facilities due to nonpayment of applicable fees, the failure of the provider or applicant to comply with conditions in the permit or in this ordinance concerning them, or other valid reason; or

and scale of these facilities that are contemplated by this ordinance are attached as Attachment A to the permanent record of this ordinance that is maintained by the City Clerk.

(14) "Small Cell Technology Wireless Support Structure" or "Support Structure" means a freestanding structure designed or used to support, or capable of supporting, Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles owned by the City or utilities, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign or flag pole. These terms do not include the City's decorative and architecturally significant street lights that are installed in its villages as those decorative lights are inappropriate for use as a Support Structure.

(14) "Stealth Technology" means a method(s) of concealing or minimizing the visual impact of a Small Cell Technology facility (and associated accessory equipment) and support structure by incorporating features or design elements which either totally or partially conceal those structures. The use of these design elements is intended to produce the result of having said facilities and associated structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the facilities are an architectural component of the support structure. Photographs and illustrations of examples of the types of Stealth Technology that may be used when buildings are utilized as support structures and other applications of Stealth Technology that are contemplated by this ordinance are attached as Attachment B to the permanent record of this ordinance that is maintained by the City Clerk.

Section 2: Permit Required to Place Small Cell Technology Facilities in the Public Right of Way:

(a) A personal wireless service provider or applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology facility (and associated accessory equipment) on any support structure that is located on the public right of way, or substantially modifying the position or characteristics of any such existing facility thereon.

(b) The City Manager will review and administratively process any request for a permit to determine whether, in the exercise of the City Manager's reasonable discretion, it should be issued for the location and in the manner requested by the applicant. In this process, the burden is on the personal wireless service provider or applicant to demonstrate that the placement of the proposed facility and associated accessory equipment or support structure on the public right of way is the minimal physical installation which will achieve the goal of enhancing the provision of personal wireless services when considering all pertinent factors discussed in the provision immediately below. Except as set forth in this section, this permitting process will not require the approval of any City Board or City official other than the City Manager.

The factors, requirements and guidelines that the City Manager may consider and will apply when determining whether to issue a permit for placement of facilities and associated structures on the public right of way include, but are not limited to, the following:

- (i) the demonstrated need for placing the structures at the requested location and geographic area in order to deliver or enhance personal wireless service;
- (ii) the visual impact of placing the structures in the subject area;
- (iii) the character of the area in which the structures are requested, including surrounding buildings, properties and uses;

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- (iv) whether the appearance and placement of the requested structures is aesthetically consistent with the immediate area;
- (v) whether the structures are consistent with the historic nature and characteristics of the requested location;
- (vi) the applicant's network coverage objective and whether the applicant should use other available or previously unconsidered alternative locations to place the structures;
- (vii) Colocation. To the extent practical, all facilities and associated accessory equipment that are placed in the City shall be attached to a pre-existing support structure that is owned, controlled or leased by a utility, franchisee, the City or other entity. If the applicant demonstrates that no colocation opportunities exist in the area where a technologically documented need for a facility exists, the applicant may request that a new utility pole or other support structure be installed in that area for purposes of constructing the facilities. Before any new support structure is permitted, each of the following must occur:
 - (1) the applicant must have provided the City written evidence that no colocation opportunity exists. This evidence shall include, but not be limited to, affidavits, correspondence, or other written information that demonstrates that the applicant has taken all actions to achieve colocation in the requested location or area, that the applicant has pursued but been denied access to all potential colocation sites in the subject area (and the reasons any such denial(s)), and otherwise show that the applicant is unable to co-locate on an existing support structure;
 - (2) the City Manager must recommend the placement of a new support structure in the public right of way; and
 - (3) the City Council must approve the recommendation of the City Manager to issue a permit that includes the placement of a new support structure in the public right of way. The City Council will consider whether to approve any such new structure at a regular Council meeting that will be conducted as soon as practical after the City Manager's recommendation is made;
- (viii) if a facility is attached to a utility pole or other support structure in the public right-of-way, no antenna or other part of the facility shall extend more than five (5) feet above the height of the support structure; provided that, in the event that the applicant demonstrates that National Electric Safety Code regulations or other factors create an undue hardship in complying with this height requirement, the City Manager may permit a facility to extend up to ten (10) feet above the height of such support structure;
- (ix) necessary equipment shall, if reasonably possible, be placed at least 10 feet above the ground;
- (x) the color of antenna and accessory equipment shall be compatible with that of the support structure;

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An application shall not be deemed filed or complete until the applicant has submitted to all documents, information, forms and fees specifically enumerated in this ordinance that pertain to the location, construction, or configuration of the facilities or support structures at the requested location(s). To the extent additional information is required to complete the application, the 60 calendar day review period set forth in this subsection shall not begin to run until the applicant has provided any missing or requested supplemental information.

(ii) Reconsideration/Appeal. Any applicant that desires reconsideration of an administrative decision by the City Manager to deny a request for a permit to place a facility or support structure on the public right of way may seek review, modification or reversal of that decision by the City Council by submitting a request for reconsideration with the City Clerk within twenty (20) days following the City Manager's decision. That request for reconsideration will be considered by the City Council at a regular Council meeting that will be conducted as soon as practical after the request for reconsideration is made. If no request for reconsideration is submitted, the decision of the City Manager will be final.

Additionally, the applicant, within (30) days following a decision by the City Council to deny a request for reconsideration or a decision by the City Council to not approve the placement of a new support structure on the public right of way, may appeal either of those decisions by the City Council to the Circuit Court of Jefferson County, Alabama. If no appeal of those decisions of the City Council is made, those will be deemed final.

(d) Additional Requirements. Any personal wireless service provider or applicant to whom a permit is issued and that places facilities and associated structures on the public right of way also shall comply with the following requirements as long as those facilities and support structures are on or under the public right of way:

- (i) Prior to installing the facilities or support structures, the provider or applicant shall provide the City a Certificate of Insurance evidencing that it has obtained and will maintain the following types of insurance: (1) General Liability coverage insuring the risk of claims for damages to persons or property arising from or related to the installation, construction, maintenance, operation or any use of facility or support structure placed on or along the public right of way by the provider or the applicant (or any of their contractors) with minimum limits of \$1,000,000 per occurrence; and (2) Workers Compensation Insurance as required by statute. The General Liability coverage shall list the City as an additional insured, and may be provided through a combination of a primary and umbrella policies. All insurance policies shall be furnished by insurers who are reasonable acceptable to the City and authorized to transact business in the State of Alabama. On an annual basis following initial installation, the provider/applicant shall furnish the City Manager a Certificate indicating that the above-noted coverage remains and will remain in effect.
- (ii) All facilities and associated structures shall be installed, erected, maintained and operated in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.

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- (iii) the facility (including the accessory equipment) shall not be illuminated;
 - (xiv) whether the proposed installation could cause harm to the public or pose any undue risk to public safety;
 - (xv) whether the proposed installation may interfere with vehicular traffic, passage of pedestrians or other use of the public right of way; and
 - (xvi) If the proposed installation will disturb conditions on the public right of way, whether the applicant can demonstrate its ability and financial resources to restore the subject area to its pre-existing condition following installation.
- (c) Application Process.
- (i) At a minimum, each application for a permit shall contain all of the following:
 - (1) engineering drawings depicting the type of facilities, support structure and means and points at which those will be attached to a support structure;
 - (2) map(s) designating with specificity the location(s) of the requested facilities;
 - (3) the geographic coordinates of all antenna and other proposed facilities;
 - (4) If the facilities will be located on a support structure on the public right of way that is owned by any entity other than the City or the provider/applicant, a copy of any license, lease, agreement or other documentation indicating that the owner of that structure authorizes the facilities to be attached; and
 - (5) If the provider or applicant requests permission to place facilities on a new support structure, the substantiation therefor required by Section 2(b) (vii) in this ordinance.

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Within 30 calendar days after an application for permit is submitted, the City shall notify the applicant in writing if any information is needed to complete that application or supplemental information is required to process the request.

(ii) Time for Processing Application. Unless another date is specified in a written agreement between the City and the provider or applicant, the City, within sixty (60) calendar days of the date an application for a permit is filed, shall:

- (1) make its final decision to approve or disapprove the application for a permit; and
- (2) advise the provider/applicant in writing of its final decision.

- (iii) Following the installation of any facilities and associated structures, the provider or applicant, upon reasonable request and for good cause, shall furnish the City Manager a written certification from a licensed professional engineer in the state of Alabama stating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the facilities and associated structures have been damaged, are not functioning in compliance with applicable laws and regulations or otherwise pose a hazard to the public. If those structures fail at any time to comply with applicable laws and regulations, the provider or applicant, at its expense, shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them from the City Manager of non-compliance, or cease all personal wireless service operations related to those structures until the provider or applicant comes into full compliance with said laws and regulations.
- (iv) The facilities and associated structures must at all times be maintained in good and safe condition. On no more frequent than a triennial basis, the City Manager may request that the provider or applicant, at their expense, furnish certification from a professional engineer who is licensed in the state of Alabama that the facilities and structures are in sound condition. Should that engineer deem those structures unsound, the provider or applicant shall furnish the City Manager a plan to remedy any unsafe conditions or structural defect(s) and take that remedial action at the provider's/applicant's expense.
- (v) Each provider or applicant that applies for a permit to place facilities (including the accessory equipment) and support structures on the public right of way and installs and utilizes those structures shall defend, indemnify and hold the City and its employees or officials, harmless from all demands, losses, expenses (including attorney's fees and court costs), claims for personal injury or property damage, judgments or liabilities of any type that may be asserted or claimed against the City (or its employees or officials) by any third person, firm or entity that arise out of or relate in any manner to the following: (1) the installation, construction, maintenance, use or operation of the permitted facilities, accessory equipment or any support structures on or about the public right of way; and (2) the failure of the provider or the applicant to perform any of their responsibilities, obligations and permit requirements in this ordinance.

(c) Permit and License Fees. The provider or applicant for a permit to place facilities and associated structures on the public right of way shall pay the following types of fees that are enumerated in Chapter 14 of the City Code of Ordinances, as amended:

- (i) a permit application and review fee to be paid when an application is submitted;
- (ii) an initial permit issuance fee per each support structure on public right of way; and
- (iii) an annual license fee per each support structure on the public right of way pertaining to the ongoing use of public property.

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(f) Franchise Agreements for Other Uses of Right of Way. This Section 2 regulates the placement of Small Cell Technology facilities (and associated accessory equipment) on or in the immediate vicinity of support structures that are located or proposed to be located on the public right of way. No provision in this Section 2 or elsewhere in this ordinance is intended to permit, regulate or authorize the placement by a personal wireless service provider or a certificated carrier of telecommunication services of fiber optic lines, coaxial cable, switches, pedestals or networking equipment of any type that is used to transport telecommunication signals, data or messages between support structures or between any other points on the public right of way. In the event any such provider or carrier desires to place telecommunication equipment or facilities along the public right of way at points not regulated by this ordinance, the City may enter into franchise or similar agreements that authorize, govern and apply to such use of other locations on or along the public right of way.

Section 3: Placement of Small Cell Technology Facilities on Private Property:

(a) A personal wireless service provider or applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology facility (and associated accessory equipment) on any support structure that is located on private property, or substantially modifying the position or characteristics of any such existing facility thereon.

(b) The City Manager will review and administratively process any request for a permit to determine whether, in the exercise of the City Manager's reasonable discretion, it should be issued for the location and in the manner requested. In this process, the burden is on the personal wireless service provider or applicant to demonstrate that the placement of the proposed Small Cell Technology facility and associated accessory equipment on support structure on private property is the minimal physical installation which will achieve the technological goal of enhancing the provision of personal wireless services. Except as set forth in this section, this permitting process will not require the approval of any City Board or City official other than the City Manager.

The factors, guidelines and requirements that the City Manager may consider and will apply when determining whether to issue a permit for placement of facilities and any associated accessory equipment or support structure on private property include, but are not limited to, the following:

- (i) the factors and requirements set forth in Section 2(b)(i)-(xi);
- (ii) Colocation. The guidelines in Section 2(b) (vi) to utilize existing poles and support structures for the placement of facilities and accessory equipment are also applicable when considering whether to permit the installation of those facilities and structures on private property, provided that City Council approval is not required before a permit is issued to place a new utility pole or other support structure on private property if that action is appropriate.
- (iii) The personal wireless service provider or applicant shall use Small Cell Technology installing the facilities and associated accessory equipment on any building or accessory structure that is located on private property. Further, Small Cell Technology should be used when placing facilities on other types of support structures on private property unless the provider or applicant can reasonably demonstrate that, given the nature of the requested application, the use of such Technology is (a) unnecessary; or (b) impractical.

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(iv) If facilities are placed on an existing or new building or accessory structure thereon, the following dimensional regulations shall apply:

1. Facade-mounted antennas shall not extend above the face of any wall or exterior surface of the support structure.
2. Roof-mounted antennas and accessory equipment may be permitted on buildings in accordance with the following table:

Height of Building	Maximum Height of Facility above Highest Point of Roof	Required Setback from Edge of Roof of Building
Up to 15 feet	8 feet, including antenna	1 foot for every foot of height of equipment
15-35 feet	10 feet, including antenna	1 foot for every foot of height of equipment
More than 35 feet	12 feet, including antenna	1 foot for every foot of height of equipment

3. The antenna component of the facilities shall be limited to a maximum height of 3 feet and a maximum width of 2 feet.
 4. Accessory equipment must be located in an equipment cabinet, equipment room in an existing building or in an unarmored equipment building. If the equipment building is freestanding, it shall conform to Section 129-314 of the Mountain Brook Municipal Code with respect to building setbacks, that building shall not exceed 400 square feet, and its overall height shall be limited to 15 feet (if located on the ground) measured from the finished grade. Further, if an equipment building or cabinet is located in a residential zone, or the nearest adjoining property is in a residential zone, that building or cabinet shall be surrounded by landscaping to provide a screen of the same height as the building or cabinet.
- (v) Application Process. Except as provided in subparts (1) and (2) immediately below, the same application process that is set forth in Section 2(c) will be utilized when processing any request for a permit to place facilities or support structures on private property.

- (1) City Council approval to install a new support structure on private property is not a condition for a permit to place facilities on private property; and

APPENDIX I

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(7) If the facilities are located on private property that is not owned or exclusively used by the applicant, instead of providing the documentation contemplated in Section 2(c) (4), the provider or applicant shall present a license, lease, agreement or other documentation indicating that owner of said property has granted the applicant the right to place the facilities thereon and access to those facilities.

(vi) Additional Requirements. Any personal wireless service provider or applicant to whom a permit is issued and that places facilities and associated structures on private property also shall comply with the following requirements as long as those facilities and support structures are located on private property:

- (i) All facilities and support structures shall be installed, erected, and maintained in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.
- (ii) At least triennially following the installation of the facilities or associated structures, the provider or applicant shall furnish the City Manager a written certification from a professional engineer licensed in the State of Alabama indicating that those structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. If those structures fail at any time to comply with said laws and regulations, the provider or applicant shall cause those structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them of such non-compliance, and cease all personal wireless communications operations related to those structures until the provider or applicant comes into full compliance with applicable laws and regulations.
- (iii) The facilities and associated structures on private property must at all times be maintained in good and safe condition.

(c) Permit and License Fees. The provider or applicant for a permit to place facilities and associated structures on private property shall pay the following types of fees that are enumerated in Chapter 14 of the City Code of Ordinances, as amended:

- (i) a permit application and review fee to be paid when an application is submitted;
- (ii) an initial permit issuance fee per each support structure on public right of way; and
- (iii) an annual license reissuance fee per each support structure on the public right of way pertaining to the ongoing use of public property.

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Section 4: Abandonment of Facilities.

If a personal wireless service provider or applicant abandons any facility (including the accessory equipment) or an associated support structure (collectively "facilities" for purposes of this Section), the provider or applicant shall have the following obligations:

- (a) Within sixty (60) days after receiving written notice from the City Manager, or any such shorter time that may be prescribed by applicable law or regulation, the provider or applicant, at their expense, must remove any abandoned facilities that were owned, maintained, operated or used by them prior to the abandonment, and reasonably restore the condition of the property at which the facilities are located to that existing before they were installed. If the abandoned facilities are located on a support structure that is not owned by or not exclusively used by the provider or applicant, the provider/applicant shall remove only part of the facilities that was placed, operated or used by or within their control prior to the abandonment;
- (b) If the provider or applicant fails to perform its responsibilities set forth in subpart (a), the owner, lessee or person or entity in control of the real property (the "owner" for purposes of this subsection) on which the facilities were placed may remove the abandoned facility(ies) that were exclusively used by or in the control of the provider or applicant at that location before the abandonment, and salvage or otherwise dispose of those facilities in any manner that the owner deems appropriate. If the City removes any abandoned facilities from real property that it owns, it shall have the right to purchase from the provider or applicant all abandoned facilities removed from that location in consideration for \$10.00, and resell those facilities to a third party. Further, the provider or applicant shall within thirty (30) days after written demand from the owner, reimburse it for all expenses incurred by it to remove, dispose or salvage any abandoned facilities; provided that the proceeds of any resale of abandoned facilities by the City to a third party shall be credited to the account of the provider or applicant that used those facilities before the abandonment.

Section 5: To promote the public interest that is served by co-locating facilities and associated accessory equipment on existing support structures and thereby mitigating the installation of unneeded support structures throughout the City, no person or entity (including any personal wireless service provider, applicant, utility, or franchisee) that utilizes an existing support structure that is located on public right of way or on private property and has space available thereon may deny a personal wireless service provider or applicant the right to use or access to an existing support structure for purposes of attaching facilities permitted by this ordinance without sound operational, technological or other good reason.

Section 6. Non-Applicability. The placement of antenna or facilities related to the following types of wireless communication services are exempt from regulation hereunder: (a) amateur radio service that is licensed by the FCC if the facilities related thereto are not used or licensed for any commercial purpose; and (b) facilities used by any federal, state or local government or agency to provide safety or emergency services. Further, the provisions in this Chapter are supplemental to, and not intended to alter, affect or modify the provisions in Chapter 125 pertaining to the placement or use of macro Telecommunications Towers.

Section 7. 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.

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

Section 9. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: The ___ day of ___, 2015.

Council President

APPROVED: The ___ day of ___, 2015.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, at its meeting held on ___, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on ___, 2015, at the following public places, which copies remained posted for five (5) days as required by law.

- City Hall, 56 Church Street
- Overton Park, 3020 Overton Road
- Gilchrist Pharmacy, 2805 Cahaba Road
- The Invitation Place, 3150 Overton Road

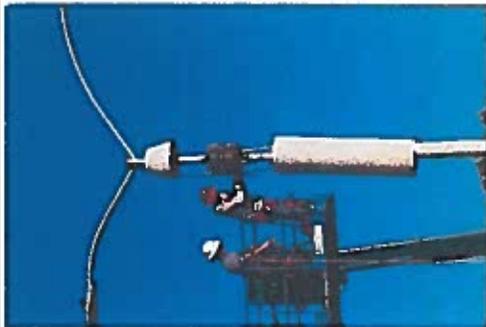
City Clerk

ATTACHMENT A

PHOTOGRAPHS AND ILLUSTRATIONS DEPICTING TYPES, RELATIVE DIMENSIONS AND NATURE OF SMALL CELL TECHNOLOGY FACILITIES AND ASSOCIATED STRUCTURES REGULATED BY THIS ORDINANCE

The referenced photographs and illustrations are attached to the permanent record of this Ordinance that is maintained in the office of the City Clerk and available upon request to that office.

Small Cell Solutions



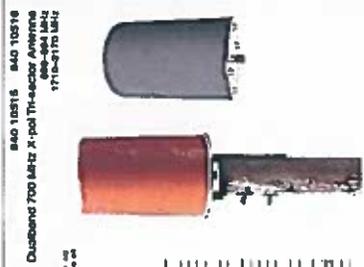
Computer-generated illustration for Verizon Wireless (shown and color adjusted only). This illustration or combination of illustrations is intended to provide a general impression of the appearance of the facility and is not intended to be used for any other purpose without the express written consent of Verizon Wireless.

Small Cell Solutions



Computer-generated illustration for Verizon Wireless (shown and color adjusted only). This illustration or combination of illustrations is intended to provide a general impression of the appearance of the facility and is not intended to be used for any other purpose without the express written consent of Verizon Wireless.

Small Cell Antenna



840 10515 840 10516
Quadband 700 MHz X-pod Tri-sector Antenna
 1715-2710 MHz

KATHREIN
 SCALA DIVISION

Antenna's main beam elements are located in the same plane and are spaced 120 degrees apart. The antenna is designed for omnidirectional coverage.

- High strength stainless steel construction
- Low reflection coefficient
- Low maintenance

Technical Specifications:
 Frequency Range: 700 MHz, 1715-2710 MHz
 Bandwidth: 100 MHz
 Gain: 1.5 dBi
 Radiation Pattern: Omnidirectional
 Mounting: X-pod
 Material: High strength stainless steel
 Weight: 1.5 kg
 Dimensions: 100 mm x 100 mm x 100 mm

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APPENDIX 1

Adhesive-backed Films Offer Camouflage for Small Cells

By Steve King

Look around. Chances are you're probably surrounded by people looking down at their smartphones or tablets. They're doing everything from working to watching video or playing games — or just updating their Facebook status. (Are you reading this article on a mobile device?)

To accommodate all this bandwidth, small cells will soon be popping up everywhere because of their small size. However, they are typically placed less than 30 feet high, so it's harder to keep them out of sight.

If network densification is the key factor in the wireless evolution, how can we keep small cell infrastructure

from becoming an eyesore everywhere from St. Louis to Shanghai?

To make small cell equipment more aesthetically pleasing, a smarter approach to concealment and camouflage is necessary.

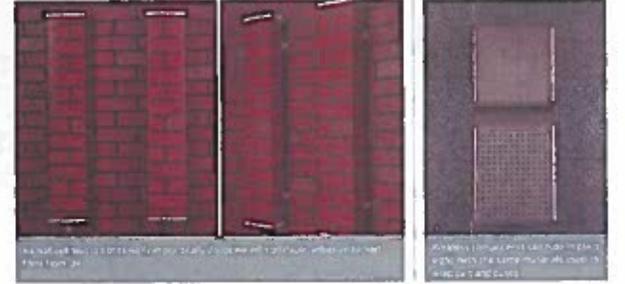
Because small cells come in various shapes, the right solution needs to be glibable. It also needs to be tough and weather resistant because small cells are frequently placed outdoors.

Some mobile service providers are finding success by simply wrapping small cells with the same overcoat used to wrap cars or buses. Companies such as 3M make adhesive-backed films that are UV resistant, durable for years, and easy to apply. What's more, they can be

printed on. So if a mobile service provider wants to place a small cell next to a brick wall, they can simply take a high-definition photo of the wall and have it printed on the film. Experienced installers can then apply the film to the cell.

The result can be a camouflaged match, and sometimes it can be so effective that it may only be seen if you know where to look. (Everyone is more interested in his or her smartphone screens anyway.) With solutions such as printable films, hiding in plain sight may be the solution mobile carriers need for aesthetically pleasing network densification.

Steve King is an applications engineer with the 3M Communications Markets Division.



ORDINANCE NO. _____
 AN ORDINANCE TO AMEND CHAPTER 14 OF THE MOUNTAIN BROOK MUNICIPAL CODE

WHEREAS, in Ordinance No. _____ the City Council of the City of Mountain Brook, Alabama ("City Council") has enacted new regulations that apply to placement of Small Cell Technology Facilities ("Facilities", as defined in Ordinance No. _____ and used herein) along public right of ways and on private properties within the City;

WHEREAS, the regulations in Ordinance No. _____ will be codified in a new Chapter 126 of the Mountain Brook Municipal Code; and

WHEREAS, Sections 2(e) and 3(c) of Ordinance No. _____ provide that certain fees be paid by personal wireless service providers or applicants in connection with the review of applications, initial issuance and annual reissuance of permits required to construct, place, maintain and operate Facilities in the City;

WHEREAS, the City Council herein amends Chapter 14 of the Mountain Brook Municipal Code to set forth the level of fees contemplated in Sections 2(e) and 3(c) of Ordinance No. _____

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

Section 1.
 Chapter 14 of the Mountain Brook Municipal Code is amended to add the following:

CHAPTER 126
 SMALL CELL TECHNOLOGY FACILITIES

Section of Code	Description	Fee (in dollars)
26-_____	Permits to Place & Operate Facilities on Public Right of Way	
	Permit Application & Review Fee (Ord. No. _____ § 2(e)(i), 2015)	200.00
	Initial Permit Issuance Fee per Support Structure (Ord. No. _____ § 2(e)(ii), 2015)	100.00
	Annual License Fee per Support Structure (Ord. No. _____ § 2(e)(iii), 2015)	500.00

and install these sections to a condition comparable to the condition existing immediately prior to such disturbance to the satisfaction of the City.

(2) Whenever reasonably practical, the Company agrees to place its facilities and equipment on, within or adjacent to the facilities and easements of utilities and other franchisees or other areas used by them.

(3) When the Company constructs or configures its Small Cell Network, it agrees to install its facilities underground in those parts of the ROW where existing telephone and electric services are both underground. In areas where either telephone or electric utility facilities are installed aerially at the time of construction of the Small Cell Network, the Company may install its facilities aerially with the understanding that, in such areas, the existing aerial facilities are required to be placed underground by the City. The Company shall likewise place its facilities underground. If a site requested by the Company for the location of facilities or equipment raises concerns about public health, safety, and welfare, the City and Company agree to work together to identify alternative locations. If available, the safety and technical specifications or limitations of these facilities or equipment and those concerns.

(4) Least Disruptive Technology. The Company agrees to construct and maintain its Small Cell Network in a manner resulting in the least amount of damage and disruption to the ROW. To that end, the Company will use directional boring in all areas where no conduit exists. Further, the Company will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City. The City Engineer (or other appropriate official) may require trenchless technology in other locations where circumstances prevent or make open-cut methods impractical. Any requests by the Company to utilize the open-cut or trench method for construction or maintenance must be approved by the City Engineer (or other City official).

(5) The Company shall have the right to remove, trim, cut and keep trees and shrubbery clear of the Small Cell Network in a line along the public ways; provided that Company shall perform these operations only having first consulting with the City's arborist or other official who is designated to act in that capacity, and shall comply with any local rules, codes and regulations that pertain to that work. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or stumps, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the Small Cell Network, undertaken by the Company to the satisfaction of the City.

(6) The Company shall bear all costs associated with the installation, repair and maintenance of its Small Cell Network, and its equipment, including, but not limited to (i) all expense to repair and restore the ROW that is disturbed due to those operations,

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Permit/Install: 0.75, 0.75, 0.75, No Public or Non-Residential

and (2) all expense incurred in removing or relocating any portion of the Small Cell Network or facilities constructed when required by this Agreement.

(3) The Company, at its expense, agrees to promptly repair or replace any facility, equipment or public improvement that Company damages or disturbs in the course of exercising its rights hereunder, including but not limited to, any road, street or other section of the ROW, and any electric facility, sewer, water main, fire alarm, police communication or traffic control facility.

(4) In conducting its operations, the Company further agrees to:

- (1) comply with all applicable sections of the National Electric Safety Code;
- (2) utilize reasonable, commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public or damages to property owned by third persons;
- (3) install and maintain the Small Cell Network in such manner that its operations will not interfere with any improvements of the City or of a public utility serving the City;
- (4) perform its operations in accordance with good engineering practices and standards for firms providing like operations in the Company's industry, and in an orderly and workmanlike manner;
- (5) perform all its operations through qualified maintenance and construction personnel. Further, the Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt repair and maintenance of the Small Cell Network; and
- (6) not perform its operations in a manner that obstructs the rights-of-way so as to interfere with the normal, free and clear passage of water through the gutters, drains, ditches or other waterways.

(5) Relocation or Removal of Small Cell Network at Request of the City. The City reserves the right to determine that, in its reasonable discretion, it is in the public interest to improve or modify its ROW in a manner that requires the displacement, modification, relocation or removal of the Small Cell Network from any area along the ROW. In any such case, the City shall use its reasonable efforts to afford the Company a reasonable opportunity to relocate. Upon its receipt of reasonable notice from the City of this determination (which notice shall be not be less than forty-five (45) days except where emergency conditions require shorter notice), the Company, at its own expense, shall protect, support, temporarily disconnect, relocate to another section of the ROW designated by the City, or totally remove from the ROW any property, equipment or facilities of the Company when required or requested by the City, Jefferson County or the State of Alabama for reasons of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street

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APPENDIX I

grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines when such actions work in being done directly by or for the City, Jefferson County or the State. Should the Company refuse or fail to relocate or remove its equipment and facilities as provided for herein within forty-five (45) days after written notification, the City, Jefferson County or State shall have the right to do such work (or cause it to be done) and the reasonable cost thereof shall be chargeable to the Company.

5. Effective Date/Term/Renewal

This Agreement will become effective on the Effective Date, and thereafter continues in effect for a term of Ten (10) years (the "Initial Term"). Following the expiration of this Initial Term, this Agreement and the Franchise granted herein may be renewed and extended upon mutual agreement of the Parties for an additional term of Ten (10) years upon application to the City if (i) the Agreement previously has not been terminated or the Franchise revoked as provided hereunder, (ii) the Company has faithfully performed its obligations hereunder, and (iii) the application and extension complies with applicable federal, state or local law.

6. Franchise Fee/Records Retention/Audit

6.1 Franchise Fee. During the term of this Agreement, the Company shall pay the City a fee of five percent (5%) of the Gross Revenues (the "Franchise Fee"). Company shall make these payments within fifteen (15) days after the end of the preceding quarter of each year of the term of this Agreement. At the time of each such payment, the Company also will furnish City with a report or statement that, in summary form, discloses the total Gross Revenues derived from the Small Cell Network for the previous quarter, the methodology used by Company to calculate the Franchise Fee and other bases upon which Company determined the amount of each payment. The Parties agree that, if the Company does not agree to the amount of any Franchise Fee or other amount due to the City, it is not authorized to withhold any records, reports or its other information for any reason, including the Unrecovered License Fee. The Franchise Fee payable to the City during a third quarter period may be reduced to the total amount of the Unrecovered License Fee. Payment of the Franchise Fee or other amount due to the City is not a condition to the Company's right to use the Small Cell Network or to the Company's right to use the Small Cell Network. The Franchise Fee shall be paid to the City in the form of a check payable to the City, in the amount of the Franchise Fee, within fifteen (15) days after the end of the preceding quarter of each year of the term of this Agreement.

6.2 Records Retention. For a rolling period not less than five (5) years following the creation of the following records, the Company agrees to retain and make the same available for inspection by the City (or its designated representative):

- i. its databases and books, reports, statements and accounting records indicating the types of services provided to Customers during the term of the Agreement;

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ii. its databases and books, reports, statements and accounting records indicating the revenues charged and collected for the services provided to Customers during the Agreement; and

iii. all records, reports or other data generated, used or reviewed by the Company to compute its Gross Revenues or in the process of calculating the amounts of Franchise Fees paid to the City.

6.3 Audit of Records. The Company acknowledges and agrees that, to the extent necessary to ensure proper payment of Franchise Fees or any other amounts owed City hereunder, the City (or its designated representative), upon the provision of reasonable advance notice to the Company, shall have the right during the term of the Agreement or within one year following its expiration or termination to audit, examine, review and receive copies of the records listed above in subject (ii). At its expense, the Company agrees to furnish access to these records and reasonably cooperate with City in any such audit or review.

6.4 The City's acceptance of quarterly Franchise Fee payments shall not be construed as a waiver, release, accord or satisfaction of any claim that the City might have related to the Company's obligations for these payments, or be construed as an agreement that the amount of any such payments is correct.

6.5 The City acknowledges that, on the Company's bills to its Customers, the Company accurately may identify and subsequently pass through the Franchise Fee and other government-imposed taxes, fees, taxes, or surcharges payable and collected from them in connection with the provision of services.

6.6 Other Reports. In addition to other records contemplated in this Section, the Company agrees to furnish the City an annual financial statement on or before April 1st of each year, or at any time upon request of the City after thirty (30) days written notice. Such statement shall show Gross Revenues received by the Company from its operations within the City for the previous year. Moreover, upon request by the City and after sixty (60) days written notice, the Company shall furnish the City an annual certified audit report showing Gross Receipts received by the Company from its operations within the City for the previous year.

7. Service to Customers.

During the term of this Agreement, the Company will comply with all regulations of the Alabama Public Service Commission or any other applicable regulatory agency that relate to service standards for its Customers.

8. Insurance/Indemnification/Performance Bond.

8.1 Insurance Requirements. For the duration of this Agreement and for times not less than stated below, the Company shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- Workers' Compensation As Required by State

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City of Mountain Brook, Alabama
ATTENTION: City Manager
54 Church Street
Mountain Brook, AL 35213

Designated Representative of Company:

Maining Address: Crown Castle, 2000 Commerce Drive, Chesapeake, PA 15117-8364
Legal Notice: Crown Castle, 2000 Commerce Drive, Chesapeake, PA 15117-8364
Billing & Administrative: Crown Castle, 2000 Commerce Drive, Chesapeake, PA 15117-8364

Notwithstanding to whom copies of this Agreement are made, the City Manager shall not be deemed to have accepted or agreed to the terms of this Agreement...

Each Designated Representative of this Party shall have the authority to act on behalf of his respective organization to transmit instructions and receive information. Either Party may substitute a Designated Representative other than the person named above upon provision of written notice.

Any notice required hereunder to be sent in writing shall be sufficiently given (a) in writing and (b) when sent to the Designated Representative for the other Party via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the Party to be in receipt thereof.

11. Miscellaneous

a. Amendment. This Agreement may be amended or modified only by a written instrument that is executed by duly authorized representatives of both Parties.

b. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise.

c. No Preemption against Drafter. The Parties acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and the normal role of construction in the event that any ambiguities are to be resolved against the drafter party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

d. Entire Agreement. This Agreement constitutes the entire agreement between the City and Company with respect to the subject matter contained herein and supersedes all prior or

Notwithstanding to whom copies of this Agreement are made, the City Manager shall not be deemed to have accepted or agreed to the terms of this Agreement...

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contemporaneous discussions, agreements, and/or representations of or between them, whether oral or written, regarding the subject matter hereof.

e. No Waiver. The failure of either Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a subsequent waiver of the right to compel enforcement of that or any other term, condition or provision. The respective rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

f. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, officials, officers, directors, shareholders, agents, employees, attorneys, successors and assigns, and any parent, subsidiary or affiliated corporation or entity, as applicable.

g. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signatures pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

h. Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Alabama.

i. Assignment. The Company's interest in this Agreement and the Franchise shall not be assigned, sold, transferred, or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, a request by the Company for consent to the transfer of its interest in this Agreement to a third party shall be deemed to be a request for consent to the Company to sell or assign all or substantially all of its assets to a third party...

Notwithstanding to whom copies of this Agreement are made, the City Manager shall not be deemed to have accepted or agreed to the terms of this Agreement...

APPENDIX

j. Independent Contractors. The City and Company are independent contractors. The Company exclusively controls the methods and means by which it conducts its operations. Further, neither this Agreement nor any provision herein is intended to make either Party the agent, fiduciary or partner of the other, or grant either Party any authority to bind the other to any obligation with a third party.

k. Other Representatives. The Company and the City each represents to the other that it has the requisite power and authority to enter into this Agreement, that such has occurred and all necessary board, corporate or other required approval to enter this Agreement, and that its undersigned representatives are authorized to execute below on behalf of their respective organization.

l. Cooperation. The Company and the City shall cooperate fully with one another to execute any and all other documents and take whatever any additional actions (including, without limitation, the processing of permits) that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

m. No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement.

n. Attorney Fees. If (i) either Party breaches its obligations to the other hereunder, (ii) the non-defaulting Party should employ attorneys or incur other expenses in any legal action regarding such breach of this Agreement, and (iii) the non-defaulting Party secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the defaulting Party, the losing Party in that proceeding will pay the prevailing Party its reasonable attorney fees and other reasonable expenses that are incurred in that breach-of-contract action.

o. Severability. If any provision, part, section or subdivision of this Agreement shall be held invalid, illegal, unenforceable or unenforceable for any reason, such holding shall not be construed to invalidate or impair its remaining provisions, which shall continue in full force and effect notwithstanding such holding.

p. Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EACH PARTY AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE OTHER ARISING FROM AN ALLEGED BREACH OF THIS AGREEMENT OR A FAILURE TO PERFORM ANY OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT MAY BE RECOVERED AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE AGGRIEVED PARTY'S ACTUAL, DIRECT DAMAGES ARISING FROM THE BREACH. EACH PARTY AGREES AND ACKNOWLEDGES THAT THE TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE AND THAT EACH PARTY WOULD HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES.

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(INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

r. Licensing/Laws. Before commencing any operations contemplated hereunder, the Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to construct the Broad Cell Network, provide its services and perform its operations, including without limitation, any business license issued by applicable governing authorities ("Licensing"). The Company agrees to maintain such Licensing throughout the performance of this Agreement.

s. Immigration Act. The Company represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the Business-Humanities Alabama Taxpayer and Citizen Protection Act, Act No. 2011-533 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, (b) it (i) shall participate in the E-Verify program as required under the terms of the Act, (ii) will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-Verify program, (iii) shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act, and (iv) if it is found to be in violation of the provision, the Company shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

(Signature Page Follows)

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IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

CROWN CASTLE, NC, EAST LLC

Robert SOUTHWEST, LLC
Permitted by Part. 11 of Book

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A - INITIAL PROPOSED ROUTE OF SYSTEM SMALL CELL NETWORKING
(see attached map)

Company agrees to provide the City with a list of proposed attachment locations in advance of its deployment to the City, and the City agrees to use reasonable efforts to review and approve such list within ten (10) business days of submittal. If no written comment is received by the Company from the City within ten (10) business days, the application shall be considered approved, and no further action will be required prior to the Company's installation. Notwithstanding the foregoing, the City agrees to process applications for upgrades, modifications, colocations and other applicable requests, if application is required, pursuant to the terms of Section 6409 of the Middle Class Tax Relief and Job Creation Act of 2012 (the "Spectrum Act") and the terms and timeframes provided by the FCC's Report and Order, WT Docket No. 13-238, FCC 14-153, October 17, 2014, as respectively applicable:

Page 11 [1] Deleted Author
(the "Fiber Optic System" or "System Small Cell Network System Network" or "System")

Page 11 [2] Deleted Author
(the "Small Cell Technology Facilities Ordinance" or "Ordinance")

Page 11 [3] Deleted Author
WHEREAS, the areas in the City at which the Company initially intends to construct its Fiber Optic System System are shown on the map that is attached as Exhibit A;

Page 11 [4] Deleted Author

WHEREAS,
Page 11 [5] Deleted Author
the services to be provided by the Company over its System concern the transport of data, voice or video communications between locations in the City in which such communications may both originate and terminate in the City, or may only originate or terminate in it;

Page 11 [6] Deleted Author

Page 11 [7] Permitted Author
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Page 11 [8] Deleted Author
, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. In addition, the City agrees to process applications, if required, pursuant to the terms of and within the timeframes provided by the FCC's Declaratory Ruling, WT Docket No. 08-165, FCC 09-99, November 18, 2009;

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Page 11 [10] Permitted Author
Justified, Indent: Left: 0.3", Right: 0.3"

Page 11 [11] Permitted Author
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Page 11 [12] Deleted Author
; provided, however, that the permit fee and process that the City requests from the Company are functionally equivalent to the fees and the process that are applied to the ILEC and/or the cable provider(s). In the case of generally-applicable construction permits, the City agrees to review and approve the Company's applications within thirty (30) calendar days of submittal, and, if no comment is received in writing within thirty (30) calendar days, the application will be deemed approved. In the case of attachments to utility-owned pole infrastructure, or to any pole the Company intends to place in the ROW, the

APPENDIX 1

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
NOVEMBER 23, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 23rd day of November, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack
Lawrence T. Oden, Mayor

Absent: None

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 November 9, 2015 regular meeting of the City Council.

2015-170	Award the bid for the purchase of a fire pumper	Exhibit 1, Appendix 1
2015-171	Authorize the execution/renewal of an agreement between the City and Merkos L' Inyonie Chinuch of Alabama (Chabad of Alabama) located on Overton Road for the use by the City of its parking lot	Exhibit 2
2015-172	Reaffirm the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program	Exhibit 3, Appendix 2
2015-173	Amend section IV. "Safety and Health", subsection C. "Used of City Equipment and Vehicles of the Employee Handbook with respect to 1) the requirement of the use of seat belts and 2) prohibiting the use of non-job essential electronic devices while driving City vehicles	Exhibit 4
2015-174	Amend the annexation criteria (update valuation criteria)	Exhibit 5
2015-175	Amend the "City of Mountain Brook Accounting Policies and Procedures Manual" by adding a new section titled "Municipal Court"	Exhibit 6, Appendix 3

2015-176	Authorize the execution of a 2-year support agreement between the City and Ricoh with respect to the electronic document management software system (Resolution No. 2013-140)	Exhibit 7, Appendix 4
2015-177	Authorize the establishment of three commercial credit cards for use by the Emmet O'Neal Library	Exhibit 8, Appendix 5
2015-178	Authorize the execution of an agreement with ClasTran with respect to public transportation services for seniors and those with disabilities	Exhibit 9, Appendix 6
2015-179	Appoint John R. Doody, Jr. as a member of the Finance Committee (replaces John A. Lyon, Jr.)	Exhibit 10, Appendix 7
2015-180	Accept the professional services proposal submitted by Nimrod Long and Associates with respect to landscape architectural design services for the sidewalk connections and prefabricated bridge at Watkins Branch and authorize the issuance of a purchase order and execution such other documents that may be determined necessary with respect to said project	Exhibit 11, Appendix 8
2015-181 Motion	Authorize the fifth and final appropriation in the amount of \$5,000 to the Birmingham Business Alliance for the Blueprint Birmingham initiative (invoice no. 149549 dated 11/1/2015)	Appendix 9
2015-182	Adopt a Workplace Violence Policy and incorporate same into the City of Mountain Brook <i>Employee Handbook</i>	Exhibit 12, Appendix 10

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes, resolutions, and motion were then considered by the City Council. Council President Smith seconded the motion to adopt the foregoing minutes, resolutions, and motion. Council President Pro Tempore Pritchard announced that he will abstain from voting with respect to Resolution No. 2015-180. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said Council minutes and resolution (Nos. 2015-170 through 2015-179), Motion No. 2015-181 and Resolution No. 2015-182 are adopted by a vote of 5—0 and that Resolution No. 2015-180 is adopted by a vote of 4—0 and as evidence thereof she signed the same.

2. CONSIDERATION: ORDINANCE (NO. 1944) AMENDING THE FISCAL 2016 BUDGET WITH RESPECT TO APPROPRIATIONS FOR SELECTED SERVICE AGREEMENTS WITH NON-PROFIT ORGANIZATIONS (APPENDIX 11)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore 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 Carl and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1944) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

3. CONSIDERATION: ORDINANCE (NO. 1945) AMENDING ARTICLE VII OF CHAPTER 26 OF THE CITY CODE WITH RESPECT TO SCHEDULE Y – TRANSIT AND PASSENGER TRANSPORTATION (TRANSPORTATION NETWORK COMPANY (TNC), UBER, ETC.) (APPENDIX 12)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore 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 Shelton and was carried, as follows:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

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

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

Ayes: Virginia C. Smith, Council President

William S. Pritchard, III, Council President Pro Tempore
 Jack D. Carl
 Lloyd C. Shelton
 Alice B. Womack

Nays: None

The Council President Smith declared that the said ordinance (No. 1945) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. CONSIDERATION OF A PUBLIC ASSEMBLY PERMIT FOR 3620 RIDGEVIEW DRIVE FOR AN OPEN HOUSE TO BENEFIT OPEN HANDS OVERFLOWING HEARTS FROM DECEMBER 19, 2015—JANUARY 10, 2016 (APPENDIX 13)

The application was introduced in writing by Council President Smith who then invited the applicant forward to introduce and describe the proposed event.

Chris Reebals (owner and architect):

- Introduced Rob Perry of Open Hands Overflowing Hearts (OHOH)

Rob Perry, Co-executive Director of OHOH, of 2216 Marion Street, 35226:

- The charitable organization was formed in 2014 to raise awareness of and raise money for pediatric cancer research after his daughter, Kayla, was stricken with cancer at the age of 18
- Annually in the fall, the charity conducts a fundraising campaign (“100 Way–100 Days”), the proceeds of which are donated to various children’s hospitals and physicians for specific types of cancer research and clinical trials
- This year’s campaign is being sponsored by Mr. Reebals and his architectural firm

Chris Reebals:

- Became interested in this charity as a result of his first cousin’s daughter who suffered from leukemia
- Has followed Kayla’s and the Ortis’ family (of Mountain Brook) story
- His firm and employees have committed to raising \$250,000 for the OHOH charity
- The funds will be raised by opening a home that his firm designed and decorated to showcase their talents and solicit donations
- His firm has sponsored similar events in other communities on several occasions
- His firm bought the house to design and develop as an investment and promotional tool
- Has never conducted an open house in Mountain Brook proper. His previous events have been easy and well received by the host communities that include Birmingham, Vestavia Hills, and Homewood, as well as those conducted at Calton Hill (on Montclair Road), Independent Presbyterian, and Parade of Homes
- Did not anticipate the negative outcry that he has experienced with this planned event and concedes that he did not handle its introduction appropriately
- Promotion of the event commenced prior to the submission of the public assembly permit application
- The event has evolved with input from City officials and affected residents and includes:
 - visitors will be shuttled from Calton Hill and Ramsay Park
 - it is estimated that there will be up to four workers at any given time who will park on premise (off-street parking capacity is approximately 13 vehicles)
 - the properties along the road will be roped off and signed to prohibit parking by visitors to the event
 - has given his personal (and other workers’) mobile telephone number to expedite communications during the event for problem solving purposes
 - has agreed to temporarily remove the roping and signs to accommodate holiday parties hosted by area residents
 - the event will be closed Christmas Eve and Day, New Year’s Eve and Day
 - the event will run from 11 a.m. until 6 p.m. seven days each week

- an off-duty officer will be present for any event where more than 50 visitors are expected
- 100-120 visitors are expected for the opening night on December 18
- the website and promotional materials are being changed to reflect the requirement that all visitors must ride the shuttle service to the event
- similar events held elsewhere suggest that 2-3 visitors will be present during any given hour, maybe 10-12 during the lunch hour, the only "large event" planned is the opening night open house described above
- When asked about a published estimate of 20,000 visitors, Mr. Reebals explained that someone extrapolated from the \$250,000 commitment at \$10/visitor there could be as many as 20,000 visitors. That estimate is incorrect and traffic is unrelated to the fundraising goal. Marketing materials have been corrected to remove the suggestion that there could be 20,000 visitors.
- The house will likely be sold after the event, however, realtors have been prohibited from marketing the house until after the conclusion of the fundraiser.
- Charity officials will be present at the event to promote awareness of pediatric cancer
- Apologized to the Mayor and members of the City Council and to the affected residents as to how this event has been handled and for the unintended stress and anxiety caused

Coke Matthews of 215 Cross Ridge Road:

- Expressed frustration and issues with the [unrelated] construction project over the past year
- Fully supports the charitable effort
- Issues with the event are [lack of] lighting, a 3-week long event during the holiday season, poor accessibility
- Asks that the plan be clarified, find reasonable accommodations, stick to the plans, be accessible during the event in case there are issues
- Asks that the event be open from 10 am until 5 pm
- Select another day each week when the venue is closed to give the neighbors a break
- Provide security during the day [peak hours] as numerous neighbors have experienced break-ins
- Responsiveness and accountability is everything
- What has occurred over the past year cannot be undone, but wants to be able to talk about it

Tim Hennessy of 3608 Ridge View Drive:

- When he welcomed Chris to the neighborhood a year ago, Chris stated that we would be moving into the house at the end of December [2015] and now it appears that is not the case
- Views what has been expressed in public versus what has been represented on the website is contradictory and confusing
- There is a security issue due to the construction traffic along the narrow road
- 1-2 security personnel will not be enough to handle the increased traffic

Lynne Hennessy of 3608 Ridge View Drive:

- Was told Friday that the goal was to raise \$200,000
- Also told Friday that one of the neighbors committed \$200,000
- Accordingly, views that since goal has been satisfied there should be no reason to hold the event
- Views this event as a businessman promoting his business
- Marketing materials indicate that products on display are for sale. It was represented at meeting Friday that nothing will be sold on premise. Wants to know which representation to believe.
- Questions where proceeds from products sold go (charity or merchants)?

Tim Hennessy of 3608 Ridge View Drive:

- Views three weeks as excessive
- If approved, would like to see the event schedule shortened in duration

Chris Reebals:

- Never stated that he would move into the house. Doing so has always been an option and still is.
- Never stated that anyone has committed \$200,000 for the charity. The statement was that a benefactor had expressed that they will make-up any shortfall.

- Merchants will tell visitors that display items may be purchased at their place(s) of business. Sales will not occur on premise.

Julie Hayes of 3613 Ridge View Drive:

- Feels that vendors should give a percentage of their sales to the charity as is customary with similar events (e.g., The Decorator Show House)

Chris Reebals:

- Many of the vendors have agreed to contribute to the charity but that has not been required by the charity for vendor participation

Mayor Oden:

- This appears to be a two-part issue: 1) the charity, and 2) the sale of the house
- Views this event as putting an undue burden on the neighborhood to put up with this event at this time of year, for three weeks, for this many hours each day arguably for the benefit of the architect
- Recommends that the application be rejected or adjusted severely and avoid it being held over the holidays

Council President Pro Tempore Pritchard:

- This request is one of those that comes along occasionally that requires the City Council to take a hard look at the health, welfare, and safety of the residents the Council is charged with protecting
- Does not believe this application should approved [wrong time of year, times of day, and the duration]
- Suggests hosting the primary dinner and an open house for 1-2 days and maybe revisit a week long open house after the holidays (e.g., January, February or March)

Council member Carl:

- Could have supported maybe two weekends with required shuttle service and a formal dinner
- Cannot support this application as presented
- The required shuttle service (no on-street parking) will be difficult to enforce

Chris Reebals:

- Understands this is the Council's decision and he will be fine with whatever is decided
- Questions whether the Council will impose similar restrictions on the Symphony [Decorator Show House] that runs for three weeks, other tours, real estate open houses, etc.
- Is in shock at the Council's reaction
- Views this action as selfish
- If he were presented with a similar request, he would tell the sponsor to park in his driveway
- The Council can amend the application, reject the application, it does not matter, he will support the charity regardless
- Maybe we should withdraw the request
- In response to statements and questions posed by various members of the Council:
 - Does not recall ever making application for similar events in other cities
 - Kayla will be in town through January 10 and then return to Auburn University
 - Satisfied the 30-day requirement for submitting the application
 - Has had 50-60 cars parked along the public road during the construction period

Council President Smith:

- Silenced Mr. Reebals
- Expressed desire to reach a middle ground
- Does not speak for the Mayor, Council, or residents
- Confirmed with legal counsel that the permit could be revoked in the event of a violation of any of the conditions under which it is issued

Maria Matthews of 215 Cross Ridge Road:

- Would like to see the event compressed
- The event should not be ongoing after dark
- Provide a means to address issues in a timely manner

Council member Shelton:

- Suggested the following conditions:
 - Closing the event from December 24–27 and December 31–January 3, 2016
 - Hours of operation restricted to 10am–4pm
 - Provide security
 - Require shuttle service/no parking
 - Revoke permit for any violation
 - Clearly defined events [to avoid surprises]

Council President Pro Tempore Pritchard:

- Is still opposed to the [proposed modified] event
- Would support a 2-3 day event centered around the dinner and ending on the weekend of the 18th
- Maybe another open house after January 6, 2016

Council member Carl:

- Is still concerned about enforcement

T. J. Willings of 307 Cross Ridge Road:

- The street has been a mess for the past year due to the construction
- Suggested holding the event at another location with photos of the house and not impose on the neighborhood

Christen Perry, mother of Kayla, of 2216 Marion Street, 35226:

- Described the hardship Kayla and her family have undergone due to Kayla's terminal illness
- Views the inconveniences described by the residents as minor in relation to what Kayla and her family are experiencing
- Kayla will likely not be here next holiday season
- Does not understand how others cannot be inconvenienced for three short weeks considering what Kayla has endured and the potential good that can come from event

Tim Hennessy:

- Suggested that whatever conditions are agreed to be written down and distributed for review and consideration by the affected neighborhood
- Too many questions remain unanswered
- This is business and this plan is affecting the neighborhood

Council President Smith asked the members of the City Council how they wished to proceed. Council President Pro Tempore Pritchard entered a motion that the application be rejected as presented. The motion was seconded by Council member Carl. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Jack D. Carl
Lloyd C. Shelton
Alice B. Womack

Nays: None

The Council President Smith declared that the said motion (No. 2015-183) is hereby adopted by a vote of 5–0 and, as evidence thereof.

Council President Pro Tempore Pritchard suggested that the application be reworked taking into consideration the comments and concerns heard tonight. Consider another event of shorter duration (main dinner and a day or two for the open house) with the required shuttle service, shortened hours of operation, and security and traffic control.

Mr. Reebals:

- Expressed concern about presenting another application considering the 30-day advance submission requirement to which President Smith and Mr. Gaston stated that the 30-day review period can be shortened for the [re]application.
- Asked whether there was an ordinance that prohibited such events on private property along public roads

Mr. Gaston:

- Replied that large (multi-week) events like the Decorator Show House do submit applications at least 30-days in advance of the scheduled event that is reviewed and approved by the City
- Smaller events may occur without such scrutiny as the City may not be aware of such events in advance

5. ANNOUNCEMENTS 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, December 14, 2015 at 7:00 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.

6. ADJOURNMENT

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

7. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on November 23, 2015, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.


City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-170

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby awards the bid for the purchase of a fire pumper in the amount of \$473,203 to Bonaventure Company, Inc., being the lowest qualifying bidder; and

BE IT FURTHER 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 a contract between the City and the successful bidder, in conjunction with said purchase.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized to issue advance payment in the amount of \$473,203 in consideration of a discount in the amount of \$17,054 (included in the aforementioned bid award amount).

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2015-171

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor or City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute an extension of a lease agreement with Merkos L’Inyonie Chinuch of Alabama (Chaba’d of Alabama) granting the City use of Chaba’d of Alabama’s parking lot on Overton Road, in the form attached hereto as Exhibit A, with such minor changes thereto as may be approved by the Mayor or City Manager, whose approval of such changes shall be conclusively evidenced by either of their execution of such agreement.

EXHIBIT A

EXTENSION OF LEASE AGREEMENT

This is an Extension of the Lease Agreement (“Extension”) originally executed by and between the **CITY OF MOUNTAIN BROOK, ALABAMA** (the “City”) and the **MERKOS L’INYONIE CHINUCH OF ALABAMA** (“Chaba’d of Alabama” or “Chaba’d”) granting, under the terms of the original lease (“Lease”), the City the right to use Chaba’d’s parking lot on Overton Road. The Lease was originally executed by the parties on August 11, 2003 and was renewed as provided for in the Lease. The current term is scheduled to terminate on December 31, 2015. By and through this Extension, the parties agree to extend the terms and conditions of the Lease for an additional period of three successive terms of one year each, to commence on January 1, 2016.

This Extension is granted on the condition that the parties shall comply with all terms and conditions of the original Lease, which remain in full force and effect, and are not modified, altered, or amended in any manner by this Extension except for the term.

This Extension, in conjunction with the original Lease and all amendments thereto, sets forth the entire agreement between the parties. The Lease, as extended and supplemented, shall not be altered or modified except by a written memorandum signed by the parties.

DATED this ____ day of November, 2015.

CHABA’D OF ALABAMA

By: _____

Its: _____

THE CITY OF MOUNTAIN BROOK

By: _____

Its: _____

EXHIBIT 3

RESOLUTION NO. 2015-172

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby reaffirms the City's commitment to promote safe workplace guidelines with respect to the City's workers' compensation program (Exhibit A attached hereto).

APPENDIX 2

EXHIBIT 4

RESOLUTION NO. 2015-173

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby amends section IV. "Safety and Health", subsection C. "Used of City Equipment and Vehicles of the *Employee Handbook* as follows:

"C. Use of City Equipment and Vehicles

City equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using City property, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

Please notify your supervisor if any City equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damage, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of City equipment or vehicles used on the job.

The driver and all passengers in City vehicles shall wear seat belts at all times and the use of non-job essential electronic and other devices while driving is expressly prohibited. The improper, careless, negligent, destructive or unsafe use or operation of City equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment."

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to incorporate such amended policy in the City's *Employee Handbook* a digital copy of which shall be available to employees on the City's [internal] intranet site.

EXHIBIT 5

RESOLUTION NO. 2015-174

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the following are hereby adopted as the criteria which the City Council shall use in connection with the consideration of annexation petitions filed with the City of Mountain Brook subsequent to March 26, 2012:

1. Municipal revenue derived from the property proposed to be annexed must exceed the projected cost of providing municipal services to such property.
2. The ad valorem taxes per school-age child residing in the property (as more fully defined hereinbelow) to be received by the Mountain Brook Board of Education from the property proposed to be annexed must equal or exceed the city-wide average ad valorem tax revenue

per student enrolled in the Mountain Brook School system as determined by the greater of a) the actual number of school-age children residing at the property proposed to be annexed regardless of where the annexation applicant(s) intend to send their children to school if annexed or b) the city-wide average number of students per residences as of the date of annexation. An illustration of the application of this criterion is illustrated in Exhibit A attached hereto. For purposes of determining the property taxes to be derived from the subject property, the City Council shall consider only the actual property value as determined by the Jefferson County Tax Assessor as of the date of the annexation petition.

3. The annexation must not result in any Mountain Brook school having more students in any classroom than the maximum number permitted by the Alabama State Board of Education, or otherwise cause overcrowding in any Mountain Brook school, or require capital expenditures by the Mountain Brook Board of Education.
4. The location and configuration of the property proposed to be annexed must result in efficient corporate limits of the City and be conducive to providing municipal services in an efficient manner.
5. With respect to the annexation of undeveloped residential property, the property owner must execute and record restrictive covenants that shall attach to the real estate in substantially the form as attached hereto as Exhibit B (subject to modifications determined appropriate by the City Council on a case-by-case basis).

BE IT FURTHER RESOLVED, that the City Council may, from time to time, approve the annexation of property to the City which does not satisfy one or more of the foregoing criteria; provided, that, in the opinion of the City Council, the annexation of such property may permit the City to annex additional property economically beneficial to the City.

BE IT FURTHER RESOLVED by the City Council that the above criteria may be revised by the City Council, from time to time, based on changes in economic conditions and other factors affecting the Mountain Brook school system and municipal revenue.

BE IT FURTHER RESOLVED by the City Council that the adult residents of each dwelling in the area proposed to be annexed must complete, sign and deliver a questionnaire to the City Manager within thirty days of the day upon which the annexation petition is filed with the City, the form and content of which questionnaire may be revised by the City Council, from time to time.

EXHIBIT A

	<u>2015</u>
Ad Valorem Tax Revenue (44.7 Mills)	\$25,095,176
Enrollment	<u>4,366</u>
Ad Valorem Tax : Student	<u>\$5,747.86</u>
Students	4,366
Households	<u>7,998</u>
Students : Household	<u>0.55</u>
Or 1 student for every 1.78 households	
Ad Valorem Tax : Student	\$5,747.86
Students : Household	<u>0.55</u>
School Tax Required to Meet Criteria	\$3,137.68
BOE Millage Rate	<u>44.7</u>
Assessed Property Value	\$70,194
10% Assessment Factor	<u>10.00%</u>
Required Fair Value of Property to Meet Criteria (Assuming Citywide Average School-Age Children) ¹	<u>\$701,940</u>

¹ The required property valuation increases proportionately with the actual number of school-age children living at a property (e.g., $\$5,747.86 / 0.0447 / .10 = \$1,285,874$ required fair value of property to meet criteria with one (1) school-age child residing at a property).

EXHIBIT B

STATE OF ALABAMA)

JEFFERSON COUNTY)

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, _____ is/are the owner/owners of the following described real property, located in Jefferson County, Alabama, with an address of _____, more particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B," which are attached hereto and made a part hereof; and

WHEREAS, the undersigned desires to subject said Property with the conditions, limitations, and restrictions hereinafter set forth.

The undersigned does hereby expressly engraft the following restrictive and protective covenants, conditions, covenants, and limitations on the real property hereinafter described in Exhibit A attached hereto:

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

- A. The Property shall be used for single-family residential purposes only and for no other use or purpose.
- B. Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.
- C. The exterior of the residence constructed on the Property must be of brick or better material, and such residence shall have a pitched roof.
- D. The residence constructed must contain a minimum of a two (2) car garage or parking area within a basement.
- E. The Property shall not be further subdivided.

II. GENERAL PROVISIONS.

- A. The Owner of the Property shall use his or her best efforts to prevent the development or occurrence of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Property which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.
- B. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain from the building line forward, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property.
- C. No vegetables or other crops may be grown on the front yard of any house on the Property.
- D. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Property. Trash, garbage, or other waste shall not be kept on the Property except in sanitary containers or garbage compactor units.
- E. No structure of temporary character such as a trailer, mobile home, manufactured home, double-wide manufactured home, tent, or shack shall be used as a residence either temporarily or permanently.

III. GENERAL PROVISIONS.

- A. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect in all matters and respects.
- B. The covenants and restrictions herein shall enure to the benefit of the land described above and shall run with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or the City of Mountain Brook, Alabama: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain an action in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.
- C. The restrictions, covenants and provisions contained herein shall remain in full force and effect for a period of twenty-five (25) years from the date hereof, after which time said restrictive covenants and provisions shall be automatically extended for successive periods of ten (10) years.

IN WITNESS WHEREOF, _____, who is duly authorized, executes this Declaration of Protective Covenants on this _____ day _____, 2_____.

ATTEST:

Signature of Property Owner

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority in and for said county and state hereby certify that

_____, whose name is/names are signed to the foregoing Declaration of Protective Covenants and who is/are known to me, acknowledged before me on this day that, being informed of the contents, has full authority and has executed the same voluntarily.

Given under my hand and official seal on this _____ day of _____, 2_____.

Notary Public

My commission expires:

EXHIBIT 6

RESOLUTION NO. 2015-175

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby amends the "City of Mountain Brook Accounting Policies and Procedures Manual" by adding a new section titled "Municipal Court" in the form as attached hereto as Exhibit A.

APPENDIX 3

EXHIBIT 7

RESOLUTION NO. 2015-176

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a 2-year support agreement between the City and Ricoh, in the form as attached hereto as Exhibit A, with respect to the electronic document management software system (Resolution No. 2013-140).

APPENDIX 4

EXHIBIT 8**RESOLUTION NO. 2015-177**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the establishment of the following BB&T Commercial [credit] Cards:

Card Holder	Account No.	Credit Limit	Membership Rewards
Susan J. DeBrecht		\$5,000	N/A
Doris Young		\$5,000	N/A
Gloria Repolesk		\$5,000	N/A

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Clerk to execute a commercial card application, in the form as attached hereto as Exhibit A, with respect thereto.

APPENDIX 5**EXHIBIT 9****RESOLUTION NO. 2015-178**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that either the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a Contract for General Services with Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation, subject to such minor changes as may be determined appropriate by the City Attorney, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 6**EXHIBIT 10****RESOLUTION NO. 2015-179**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that John R. Doody, Jr. is hereby appointed to the Finance Committee, to serve without compensation, with the term of office to end November 23, 2019.

APPENDIX 7**EXHIBIT 11****RESOLUTION NO. 2015-180**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Nimrod Long and Associates, in the form as attached hereto as Exhibit A, with respect to landscape architectural design services for the sidewalk connections and prefabricated bridge at Watkins Branch.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Manager is further authorized to issue a purchase order and to execute such other documents that may be determined necessary with respect to said project.

APPENDIX 8

See original resolution for signed agreement filed on December 14, 2015.

EXHIBIT 12**RESOLUTION NO. 2015-182**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby adopts a Workplace Violence policy in the form as attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the City Manager to incorporate such policy in the City's *Employee Handbook* a digital copy of which shall be available to employees on the City's [internal] intranet site.

APPENDIX 10

2015-170



CITY OF MOUNTAIN BROOK FIRE DEPARTMENT
102 Tibbett Street, Mountain Brook, Alabama - 35213 Phone: (205) 802-3838, Fax: (205) 879-5919



INTEROFFICE MEMORANDUM

TO: Sam Gaston, City Manager
FROM: Robert Eschiel, Fire Chief
DATE: November 16, 2015
SUBJECT: Pumper Bid Recommendation

As you know we previously took bids on the replacement pumper for fire station two. The bids were rejected because the lowest bidder was \$21,000 dollars above our budgeted amount of \$470,000 and we were not able under the law to take advantage of pre-payment options since we had not listed those as alternate options under our bid package.

The pumper was retold with the alternate options made available and the bid opening was held last week (see attached bid tabulation sheet). I asked the specification committee to review the bids for conformity to specifications and there recommendation is on the attached memo from Battalion Chief Cole.

The retold pumper did produce our desired results. We were able to solicit a bid that is within \$3,200 of our budget. I concur with the committee and recommend that the bid be released to Bonaventure Company Inc. for the bid of \$473,203 (100% prepayment option with performance bond).

I respectfully request that this item be added to the next City Council meeting agenda for consideration and hopefully affirmation. As always, I will be available should there be additional questions or concerns.



To: Robert Eschiel, Fire Chief
From: Stacy Cole, Battalion Chief
Date: November 13, 2015
Subject: Engine Two's Bid Results

After looking over the bid proposals for Engine #2's pumper and talking with the Committee members, Battalion Chief Kennedy and I have listed the results accordingly below. We have also attached the Pumper Bid Tabulation Sheet. Let me know if you have any questions.

1. Ferraris Fire Apparatus had the lowest bid at \$457,545. Upon reviewing their proposal though, we found that they took out \$36,230 worth of equipment and options that were in our specs and that make it a "Custom Pumper". The other vendors, for the most part, gave bids with all of this equipment as spec'd. When the value of this equipment is added back in Ferraris's bid comes in at \$493,775 (which is second highest). So the Committee has rejected Ferraris's bid.

2. Tuscaloosa Fire Equipment Inc. (TFE) had the second lowest bid at \$472,428. Upon reviewing Tuscaloosa Fire Equipment Inc.'s proposal, we found that they have major exceptions that we can not accept. (A) The wheelbase is 186" instead of 177" as spec'd. (B) The components are a good bit less in height, width, and depth which would hamper our ability to fit all of our equipment into them. (C) The A/C system is 27,550 less BTUs and less vents to distribute the air. (D) The interior cab material is ABS type and not "Extreme Duty" type which was spec'd. (E) Ten inches less in length in the rear cab area. (F) A four battery system instead of 6 battery system as spec'd. So the Committee has rejected Tuscaloosa Fire Equipment Inc.'s proposal.

3. Bonaventure Company Inc. (Rosenbauer) had the third lowest bid at \$489,482. Upon reviewing Bonaventure Company Inc.'s proposal, we found that there were no exceptions listed. Chief Kennedy spoke with a representative on the phone who confirmed a "Custom Pumper" built to our specs. As you look at the Bid Tabulation Sheet that is attached, you will find that Bonaventure Company Inc.'s has the lowest bid for each "pre pay" option of the vendors remaining after rejecting the Ferraris and Tuscaloosa Fire bids.

In conclusion, the Pumper Spec Committee recommends awarding the bid to Bonaventure Company Inc. "Rosenbauer".

APPENDIX 1

PUMPER BID TABULATION SHEET
November 5, 2015

The Pumper bids which were posted on October 6, 2015 were opened on November 5, 2015 at 2:00 pm. In attendance for the City of Mountain Brook were Sam Gaston (City Manager), Chief Robert Eschiel (Fire Chief), a Battalion Chief David Kennedy (Safety and Training Officer). We received bids from five companies, two "No Bid" letters, and two vendors with "No Bids" due to inaction. The information is listed below.

	BID	Classic PrePay	90%	75%	100%
1. Bay Fire (Spartan ER)	489,838	488,958	485,966	483,631	482,874
2. Williams Fire Apparatus (Spartan)	NO BID				
3. NAFECO (KME)	516,678	506,123	507,306	502,470	497,734
4. Gulf States Apparatus Sales (Teyco)	NO BID				
5. Tuscaloosa Fire Equip. Inc. (TFE)	472,428	469,874	469,874	469,994	468,317
6. Seabolt Fire (E-Over)	NO BID				
7. Ferraris Fire Apparatus (Ferraris)	457,545	452,970	453,645	453,651	451,289
8. Emergency Equip. Professionals (Pierce)	NO BID				
9. Bonaventure Company Inc. (Rosenbauer)	489,482	488,387	478,963	475,903	473,203

2015-122



MUNICIPAL WORKERS COMPENSATION FUND, INC.

P.O. Box 1278 • 235 Adams Avenue • Montgomery, AL 36102
334-263-2566 • Fax 334-263-8290
CL 3010 1-888-736-8218

Phil Smith is the Mayor, Greg Priddy is the Mayor Clerk

John Hester is the Mayor Clerk, James P. Thomas is the Mayor Clerk

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John Hester is the Mayor Clerk, James P. Thomas is the Mayor Clerk

DATE: November 1, 2015
TO: All Members of MWCF, Inc.
FROM: Kee Smith
MWCFC General Manager
SUBJECT: Premium Discounts for the 2016 Fund Year

The Board of Directors of the Municipal Workers Compensation Fund, Inc. (MWCF) met on October 21st and approved premium discounts for those members that commit to certain safety guidelines...

If your municipality or municipal entity does not presently participate in the Drug and Alcohol testing program or have a Medical Protocol on file, this information has also been enclosed for your review.

For more details, see the article in the Fall 2015 issue of Risk Management Solutions mailed to you last month or download at www.amwcf.org.



MUNICIPAL WORKERS COMPENSATION FUND
2016 SAFE WORKPLACE GUIDELINES

Name of Municipality or Agency: City of Mountain Brook, Alabama
Name of Safety Coordinator: Battalion Chief David Kennedy
Safety Coordinator Phone Number: (205) 822-1823
Fax Number: (205) 822-8433

The undersigned hereby confirms to the Municipal Workers Compensation Fund, Inc., our intent to implement the following safety standards relevant to our municipal entity:

GENERAL SAFETY GUIDELINES

- 1. Adopt and implement a written safety manual or a statement of safety standards.
2. Establish a Safety Committee to recommend new safety policies, review and update existing safety policies, review accidents and establish methods to help prevent accidents, injuries and damage to equipment.
3. Have quality safety meetings for all employees once a month.
4. Have the designated Safety Coordinator or City Clerk review lost run reports that are mailed to each member quarterly.
5. Investigate all job related injuries regardless of the severity, determine the cause, maintain investigation records, and report all job related injuries immediately by completing a First Report of Injury Form at www.amwcf.org.
6. Provide a safety orientation for all new employees on how to do the job safely and document that this has been done.
7. Designate a doctor or medical group to be used by employees for non-emergency job related injuries.
8. Designate doctor or medical group by:
9. Reassign those employees with certified-free work orders.

BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2016 TO BE ELIGIBLE FOR PREMIUM DISCOUNT

APPENDIX 2

TRAINING AND PROCEDURES

- 9. Insure safety equipment where necessary, and provide proper tools for a job to employees to help prevent accidents and require the use of such safety equipment through a written policy.
10. Adopt a written infection disease policy and consider providing hepatitis B shots for all police, fire, emergency medical technicians, sanitation personnel, or any employees who have a high possibility of exposure.
11. Consider providing CPR/AED and first aid training to employees.
12. Emphasize the significance of good maintenance and housekeeping of equipment, work areas, building and grounds.
13. Evaluate all construction to insure proper trenching and shoring procedures are in place and provide employee training on the proper use of excavating equipment.
14. All part-time, seasonal and temporary employees should comply with the same safety standards and policies as permanent employees.
15. As visitors in the workplace to best insure security, consider implementing a Workplace Violence policy.

MOTOR VEHICLES

- 16. Establish a written policy insuring operators of motor vehicles to be observed of any malfunction and seek immediate repair when such malfunction is apparent.
17. Evaluate traffic safety programs using the DOT guidelines when working near roadways and insure conformance with safety guidelines.
18. Consider advanced driving courses for those employees who drive vehicles.
19. Have a written vehicle operations policy that details the requirements and responsibilities of safely operating a municipal vehicle.

POLICE DEPARTMENT (WHERE APPLICABLE)

- 20. Consider requiring that all Police Officers wear bullet resistant vests and wear reflective vests when involved in traffic control duty.
21. Implement a written police and jail procedure manual (where applicable) with rules and regulations updated periodically.
22. Consider utilizing available law enforcement training aids such as the Firearms Training System (FATS) available through MWCF.
23. Consider providing coverage for all volunteer firemen and reserve police officers through MWCF.

Number of non-certificated paid employees: 216 +/-

Sam Houston, City Manager; David Kennedy, Battalion Chief; Sam Houston, Mayor; David Kennedy, Safety Coordinator; Sam Houston, Mayor; November 21, 2015; City of Mountain Brook, Alabama

A safety meeting to discuss these Safe Workplace Guidelines should be held with all department heads as soon as possible once this has been signed. Enclosed are the form, policy and attendance at this meeting. MWCF should be notified immediately of any changes to the Safety Coordinator or position by contacting Donna Wagner at (205) 363-2566 or dwagner@mwcf.org.

BOTH PAGES OF FORM MUST BE SUBMITTED TO MWCF BY FEBRUARY 1, 2016 TO BE ELIGIBLE FOR PREMIUM DISCOUNT

MUNICIPAL COURT

1. Records and files

A. Uniform Traffic Ticket and Complaint (UTTC)
UTTC number assignment and management shall be the responsibility of the Mountain Brook Police Department.

B. Municipal Court Case Numbers
Municipal court case numbers shall be automatically assigned by the municipal court application software system ("application software"). Magistrates shall download electronic ticket (e-ticket) information into the application software daily. Magistrates shall also enter manual (paper) tickets into the application software system daily. Appropriate court dates shall be entered in the electronic case file record in the municipal court application.

C. Case Files
Once an arrest, citation, or ticket record is created in the municipal court application software system, it should never be deleted from the application software or totally removed from the files. For cases transferred to the circuit court, all hard copy (paper) information should be scanned to create an electronic copy, indexed, and stored in the City's electronic document management software application system (currently Fortis Blue). Additionally, the magistrates shall enter a notation in the electronic case file record of the court application software system that the case was transferred, the date transferred, and that an electronic copy of the files transferred are maintained in the separate electronic document management software application.

2. Docket Management

A. Preparing the Weekly Docket
1. Generally the day before court, magistrates shall print the docket of cases for the weekly court.
2. Generally the day of court, paper case files for each case listed on the weekly docket report shall be pulled from the case file drawer and organized.

B. Administration of the Court

1. Magistrate (1) assigned to the courtroom
a. Bell-up courtroom 1-2 hours prior to court
b. Prepare and position defendant sign-in sheet at the security check-point
c. Clean paper files for the current docket (H.A.Z. above)
d. Sit beside presiding judge during the court proceedings to ensure that all tickets/cases are completed appropriately and signed as necessary
e. Continue cases, as applicable. The day following court, continuances shall be documented in the Notes field of the electronic case file in the court application software.
f. Register defendants for defensive driving school, as applicable

2. Magistrate(s) (1-7) assigned to the payment window
a. Collect payments from defendants as specified in the case records provided from the court proceedings
b. Enter payments into the court application software (while defendants wait)
c. Print an electronic receipt of the payment from the court application software and present to the defendant for their records

C. Post-Court Procedures

1. Generally the day following court,
a. Finish entering continuances and noting in the electronic case file the explanation for the continuance
b. Prepare and issue appropriate warrants for all defendants that failed to appear and for all other covered offenses
c. Suspend driver licenses, as appropriate
d. Run post-court docket to ensure that all cases have been addressed (i.e., fines collected in-whole or in-part as applicable, continuances entered, warrants issued, defensive and other schools assigned, community service, etc.)
e. Transfer paper case records to the appropriate docket file drawer for storage until the assigned court date

3. General Court Administration

A. Documentation

1. All cases where either the judge or a magistrate has documented special orders shall be scanned to create an electronic document, indexed (with Case number), and stored in the appropriate electronic document management system
2. The electronic case file in the court application software shall be notated to indicate that the actions, municipal judge, and magistrate's orders are stored electronically in the separate electronic document management application

B. Communications

1. All telephonic communications with defendants shall be notated in the electronic case file (date of communication, short description of said communication, and initials of the magistrate entering the notation) to facilitate future communications among magistrates with said defendant

C. Transactions

1. Manual Receipts

a. Shall only be permitted in extreme circumstances such as equipment failures and void receipts (C.2. below)
b. Must be pre-numbered and accounted for periodically
c. Must be printed in triplicate with one provided to the defendant, one retained for entry into the court application software, and the third maintained with the (manual) receipt book
d. Manual receipt numbers shall be notated (cross-referenced) in the electronic case file of the municipal application software system

2. Voided Receipts

a. Magistrates are not assigned electronic security permission to void receipts in the municipal court application software
b. When a void receipt is necessary, documentation describing the reason for the void including a cross-reference to the corresponding manual receipt shall be provided to the City Clerk for approval
c. The City Clerk shall process the void receipt transaction and notate the manual receipt number in the electronic case file

d. The City Clerk shall sign and date the void receipt documentation and return to the magistrate to be scanned, indexed (case and receipt number), and saved in the electronic document management software application system

3. Mail-In Receipts

a. Generally, processed in the same manner as walk-in-counter receipts
b. When cash is included in the mail receipts, the magistrate that opened the mail containing cash should turn over the cash and related ticket or citation to the second magistrate for processing. If only one magistrate is present, then another Revenue Department official shall be called over to view the processing of the cash receipt in a manner consistent with walk-in-counter receipts.

4. Daily Cash Balancing

a. Each magistrate shall be assigned a cash drawer (with an imprest cash balance of \$100 subject to change from time to time at the discretion of the City Clerk)
b. Each magistrate shall print a daily "Total Receipts Report" from the court application system which reports the daily receipt posting activity to the electronic court files. The total receipts as reported in the "Total Receipts Report" shall be reconciled to the cash and checks in their cash drawer (less the \$100 imprest balance) plus the bond forfeitures. Discrepancies shall be reconciled as cash over/short and reported to the City Clerk daily for explanation.
c. Daily, each magistrate shall prepare a bank deposit slip and present the cash and checks, deposit slip, and "Total Receipts Report" to the Revenue Examiner, Accountant, or City Clerk for deliver to the bank for deposit.
d. The "Total Receipts Report" and duplicate bank deposit slip shall be presented to the Accountant to be used to prepare the accounting entry to record such revenue in the City's general ledger.
e. A log of daily bank deposits from court receipts shall be maintained in Accounting. The log shall be updated and reconciled to the bank deposits daily and totaled monthly for reconciliation to the 1) general ledger deposit entries and 2) monthly court reports generated from the municipal court application system.

5. Cash Bonds

a. Cash bonds shall be entered into the court application system under the appropriate electronic Case File (noting the date of the bond, the case number, the person or entity that paid the cash bond, and the bond amount)
b. Prohibited transactions
1. The cashing of personal checks from any City cash drawer is strictly prohibited
2. The issuance of bond refunds from any City cash drawer is strictly prohibited
c. Payment requests for bond refunds
1. Documentation supporting the refund of a Court Cash Bond shall be scanned into the City's electronic document management system as an "Invoice" (cross-referenced to the applicable court Case File number), and submitted electronically for approval by the City Clerk or other authorized City official
2. The electronic Case file shall be notated/cross-referenced with the "Invoice" number assigned to the invoice submitted for payment authorization
3. Checks issued for bond refunds shall be mailed directly from Accounting to the address provided by the magistrate (as noted on the electronic Invoice)
d. Cash Bond forfeitures
1. Cash bonds shall be forfeited, without notice to the defendant, for all cases where the defendant fails to appear in court within thirty (30) days from their initial court date
2. Forfeiture shall be entered in the court application system (under the appropriate Case File) indicating the date of forfeiture or application to a fine, and person or entity who paid the Cash Bond to the City
3. Any documentation (magistrate's or judge's orders) supporting the forfeiture shall be scanned to create an electronic document that shall be saved to the City's electronic document management system, indexed, and cross-referenced to the Case File.

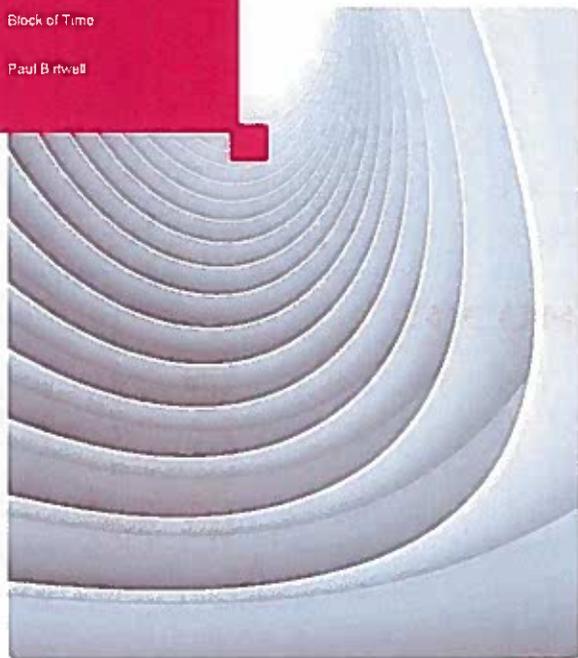
Minute Book 87
2015-175

Statement of Work

Created for (Mountain Brook City of)

Block of Time

Paul B rtwell



V3.9 Ricoh USA, Inc. | Block of Time | 1

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APPENDIX 4

V3.9 Ricoh USA, Inc. | Block of Time | 2



Proprietary & Confidential Information

The enclosed materials are proprietary to Ricoh USA, Inc. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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Introduction

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work ("SOW") to detail services for the Block of Time project (the "Project") at Mountain Brook City of ("Customer").

From time to time the Customer may require technical assistance from Ricoh's Professional Services organization. The Block of Time Statement of Work provides the Customer with the flexibility to quickly engage resources to provide technical services. This provides lower-cost standard service rates, and by prepaying services, it's much easier to budget for upcoming initiatives.

Here are just a few of the many benefits that purchasing Block of Time offers:

- Simplified process of contracting and budgeting for technical support services
- Access to a wide range of highly-skilled Ricoh resources at a single reduced rate valid for a 24-month period
- No longer a need to contract for each individual project
- Budgeting and pre-planning process is greatly improved
- Leverages most Professional Services activities to achieve a competitive standard rate

Any necessary or requested changes to the scope of the Block of Time will be handled through the change control procedures outlined in this SOW.

Ricoh has outlined the Project scope and costs for the Project. The service costs outlined in this document are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project.

Services Objective

This arrangement is designed to give the Customer a blended rate for a variety of resources and skill sets. Resources will be assigned based on skill set, availability and type of service requested.

Ricoh USA, Inc. ("Ricoh") has prepared the following Statement of Work (SOW) for a Block of Services Time to provide the Customer with the ability to leverage hourly-based Professional Services at competitive rates. This Statement of Work delivers resources on a time-and-materials basis over a 24-month period beginning the first day of purchase.

SOW Design Record #: DR18259812

V3.9 Ricoh USA, Inc. | Block of Time | 3

V3.9 Ricoh USA, Inc. | Block of Time | 4



Services Scope

Services included

Time applied toward the block hours includes: all telephone and email conversations, preparation time, and any agreed upon documentation to perform and support the following support services:

- Connectivity
- Reinstallation of Software
- Technical Support (WPTZ30/PS-SUPTECH)
- Training (WPV200/PS-TRAINING)

Additional services can be provided other than those listed above. However, a Statement of Work for any services other than technical support services listed above is required. The scope of the services can be utilized for any Ricoh hourly service, including:

- Troubleshooting and Problem Solving of installed Ricoh supplied products
- Assist with configuration or customization of Ricoh supplied products
- Supplemental Training of Product Administrators, Trainers or End Users
- Preliminary Requirements Analysis, Design Services, and Development Services
- Staff Augmentation Services; to perform work your staff is either not trained to do or too busy to do
- Best practices and Document Management System consulting
- Project Management services

Services excluded

This project does not cover the following functions or deliverables:

- Resources that must travel outside of their home area
- Expert / Specialized technical consulting
- Complex Solution Consulting and / or Development
- Formal Project Development or Implementation
- Work performed outside of standard working hours (Monday thru Friday 8:00am - 6:00 pm)

Customer Locations

The following customer location(s) is/are included in the scope of this Statement of Work. Any additional locations will require the execution of a Change Order and may incur additional costs.

56 Church Street
Birmingham, AL
35213-3700

V3.9 Ricoh USA, Inc. | Block of Time | 5

Engagement Process

Client Support Desk

In order to obtain service under a Block of Time SOW, Customer will place a call to the Ricoh Client Support Desk (CSD) at 1-888-424-1573 or 1-800-706-4566. The Ricoh CSD will log the call and attempt to provide support over the phone. If onsite assistance is required, the Ricoh CSD will contact the local Ricoh Area team and notify them of the request. The local Ricoh Area team will contact the customer and dispatch an Analyst if applicable.

Customer can call the Client Support Desk any time from 8 am to 8 pm EST, Monday through Friday. There is no limit on the number of times Customer can call, and no other "per-call" or "per-minute" charges.

Completion Criteria

Acceptance Criteria

At the end of each service delivery, either a Professional Services Service Order or a Solutions Delivery and Acceptance (SD&A) form (if services are rendered under a Statement of Work) will be delivered to the Customer with the service description and the amount of time defined. Customer will sign this form to acknowledge and accept service delivery.

Change Control

Any changes to the scope or terms of this Statement of Work must be documented and approved by both parties through the use of a Change Order. The following list provides a detailed process to follow if changes to components within the scope of this SOW are required.

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- A written Change Authorization must be signed by both parties to authorize the implementation of the investigated changes.

V3.9 Ricoh USA, Inc. | Block of Time | 6

APPENDIX 4



Block of Time Price

The total services price for this engagement shall be (\$3,700.00) and does not include any hardware, software, or sales tax. The purchase or lease of any hardware or software is independent from this Statement of Work and therefore not contingent on Customer's acceptance of these services performed.

Customer Name:	Mountain Brook City Of
Project Name:	Professional Service Support Block of Time
Deliverable Description:	Support - Block of Time
Block Size:	20
Standard Price /hr:	\$230.00
Discounted Price /hr:	\$185.00
Total Services:	\$3,700.00

NOTES:

- All Services must be prepaid with Statement of Work signing and execution.
- All hours must be used within two (2) years of execution date of this contract.
- All hours are for standard working hours only (Monday through Friday 8:00 am through 6:00pm EST). Off hours, week-end, holiday, etc. are not included. Once the block of time has been depleted, additional time can be purchased at a rate of \$185.00 per hour.
- Services must be scheduled 48 hours in advance.
- There will be a 4 hour minimum charge for onsite services.
- Email and Telephone support will be charged at 15 minute increments.
- This estimate does not include taxes or miscellaneous expenses.

Payment Schedule

Block hours will be pre-paid. Services amount described above will be payable upon execution of this Statement of Work.

V3.9 Ricoh USA, Inc. | Block of Time | 7

Terms & Conditions

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed solely by the following terms and conditions:

1. **On-Site Security Insurance.** While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. **Term Termination.** Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. **Limited Warranty for Services: Limitation of Liability.** Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within thirty (30) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services, as determined in Ricoh's reasonable discretion. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY STATUTE.

V3.9 Ricoh USA, Inc. | Block of Time | 8



OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

4. **IP Matters; Software Licenses; Export Compliance.**

a. **Ownership of IP Rights.** Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in connection with the Services ("Contract Property"). RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third party software shall be as provided in subsection (b), below.

b. **Software Licenses.** All RICOH and/or third party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth in the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to Customer any warranties made to RICOH by the manufacturer of the software and/or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.

c. **Export Compliance.** Customer shall indemnify, defend and hold harmless RICOH and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or regulation relating to export and re-export control (collectively, "Export Laws") arising from Customer's use of the Services and/or any software or web-based solution provided or

contemplated under this SOW. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

5. **Confidentiality and Non-Solicitation.**

a. **Confidentiality.** Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleaning or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers,

APPENDIX 4

employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising therefrom or related thereto.

b. **Non-Solicitation.** Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services.

6. **General.** This SOW represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW, nor have any other legal effect. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the State of New Jersey, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance, or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

RICOH PRELIMINARY REVIEW

PKelliher		
<small>Digitally signed by Matthew PKelliher DN: cn=Matthew PKelliher, o=Ricoh, ou=US, email=matthew.pkelliher@ricoh.com</small>	<small>Name and Title</small>	<small>Date</small>
Preliminary Review Signature - Approval (Branch Management - SrMoD)		

CUSTOMER ACCEPTANCE

<i>Kevin O'Leary</i>	<i>Lawrence T. O'Leary</i>	<i>11/22/2015</i>
<small>Authorized Signature</small>	<small>Name and Title</small>	<small>Date</small>

RICOH ACCEPTANCE

<small>Authorized Signature (M, SrMoD, MVP or Higher)</small>	<small>Name and Title</small>	<small>Date</small>
---	-------------------------------	---------------------

PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.



2015-177

BB&T CORPORATE / PURCHASING CARD REBATE SCHEDULE
CITY OF MOUNTAIN BROOK

Table with 3 columns: Minimum, Maximum, Rebate / Year. Includes 'Large Ticket Interchange' section with columns: Minimum, Maximum, Rebate / Year.

Rebate Terms & Conditions

- Qualified Corporate or Purchasing Card program must be set up on a monthly central bill pay in full.
BB&T BankCard Services will pay a "purchase volume rebate" based on the schedule above.
Qualifying volume is the total amount of purchases in excess of \$1.00 during the "calculation period" less returns, credits, losses and disputed charges.
Company annual volume required to activate rebate is \$1,000,000.
The "Calculation Period" is a 12 month period. It shall begin with the first month the program is in place and will run for 12 concurrent months.
BB&T BankCard Services reserves the right to review the rebate schedule and program volumes on a semi-annual basis.
Rebates are based on MasterCard and Visa Interchange Rates. A decrease in interchange rates could impact the rebate schedule.
Large Ticket Interchange Transactions are defined as certain transactions which may be based upon the type of merchant, and/or transaction dollar amount qualify for Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard periodically.
All new Visa card program account proposals are subject to application submission and credit approval by BB&T BankCard Services.
BB&T reserves the right to withdraw the annual rebate offer should the Company Account: not honor the pay in full contract requirements, show in a delinquent status, fail to maintain other BB&T relationships in a satisfactory manner, or be in violation of the BB&T Commercial Card Plan Agreement.

Signature: Susan DeBevoise
Printed Name: Susan DeBevoise
Date: 11/19/15

BB&T Commercial Card Application form. Includes sections for Company Information, Cardholder Information, Card Type, and Cardholder Signature. Includes handwritten signatures and dates.

APPENDIX 5

BB&T Commercial Card Plan Agreement

1. Introduction. BB&T BankCard Services ("BB&T") is pleased to offer you the opportunity to use BB&T Corporate/Purchasing Cards...
2. Cardholder Responsibilities. You agree to use the Card only for business purposes...
3. Cardholder Obligations. You agree to use the Card only for business purposes...
4. Cardholder Responsibilities. You agree to use the Card only for business purposes...
5. Cardholder Obligations. You agree to use the Card only for business purposes...
6. Cardholder Responsibilities. You agree to use the Card only for business purposes...
7. Cardholder Obligations. You agree to use the Card only for business purposes...
8. Cardholder Responsibilities. You agree to use the Card only for business purposes...
9. Cardholder Obligations. You agree to use the Card only for business purposes...
10. Cardholder Responsibilities. You agree to use the Card only for business purposes...

11. Cardholder Responsibilities. You agree to use the Card only for business purposes...
12. Cardholder Obligations. You agree to use the Card only for business purposes...
13. Cardholder Responsibilities. You agree to use the Card only for business purposes...
14. Cardholder Obligations. You agree to use the Card only for business purposes...
15. Cardholder Responsibilities. You agree to use the Card only for business purposes...
16. Cardholder Obligations. You agree to use the Card only for business purposes...
17. Cardholder Responsibilities. You agree to use the Card only for business purposes...
18. Cardholder Obligations. You agree to use the Card only for business purposes...
19. Cardholder Responsibilities. You agree to use the Card only for business purposes...
20. Cardholder Obligations. You agree to use the Card only for business purposes...

2015-178

CONTRACT FOR GENERAL SERVICES

This contract for services ("Contract") is entered into by and between the City of Mountain Brook, an Alabama municipal corporation ("City"), and the Birmingham Regional Paratransit Consortium d/b/a ClasTran, an Alabama nonprofit corporation ("ClasTran").

WHEREAS, ClasTran provides much needed, cost effective services to communities and families, including those in Mountain Brook, Alabama; and

WHEREAS, ClasTran provides low cost, subsidized transportation services to the following riders, including those who live in, work in or visit Mountain Brook:

- 1. People who are sixty years of age or older;
- 2. People who are eligible for paratransit under the Americans with Disabilities Act; and
- 3. People who reside in and travel to or from rural Jefferson or Shelby Counties.

WHEREAS, ClasTran receives its primary funding through federal transportation agency grant funds which require a local match from local governments; and

WHEREAS, as a result, ClasTran depends on financial support from local governments to provide such services and has requested assistance from the City so that it may continue to provide needed services to residents of Mountain Brook, and

WHEREAS, in consideration of the payment referred to hereinafter, ClasTran has agreed to offer such transportation services for the residents of the City, as set forth below.

NOW THEREFORE, in consideration of the premises and in consideration of the covenants and agreements contained herein, City and ClasTran hereby agree as follows:

- 1. City shall pay to ClasTran the sum of two hundred dollars (\$200.00) for services for the one-year period from October 1, 2015 through September 30, 2016 ("Contract Funds"). ClasTran understands and agrees that the City is entering into this agreement for one year only and that there is no expectation to future funding of any sort from the City.
- 2. In consideration of the payment of the Contract Funds by City, ClasTran shall offer transportation services to eligible riders in the City of Mountain Brook and serve such riders on an as needed and where needed basis, pursuant to the duly established policies, procedures, terms and conditions of ClasTran.
- 3. ClasTran shall provide all personnel, supplies, equipment and expertise necessary to fulfill its obligations under this Contract. ClasTran is an independent contractor and none of its agents or employees shall be deemed to be under the control of City, nor shall any of the agents or employees or other persons, firms or corporations

conducting business for, or on behalf of, ClasTran be deemed to be agents or employees of City.

4. ClasTran shall indemnify City and its employees and elected officials, and hold them harmless from and against, all actions, causes of action, claims, demands, damages, losses and expenses of any kind, including, but not limited to, attorneys' fees and court costs, which may be asserted against, or suffered by, City or its employees or elected officials arising out of, or in connection with:

- a. the performance, or attempted performance, by ClasTran or its agents or employees of ClasTran's obligations under this contract; and
- b. any claim that the Contract Funds were improperly paid by City to ClasTran.

5. ClasTran agrees to employ accounting procedures which are appropriate to the types of operations conducted by ClasTran and which are customary to similar operations. All financial records and other documents pertaining to this Contract shall be maintained by ClasTran for a period of three (3) years after the expiration or termination of this Contract. City shall have full access to, and the right to examine, such financial records and other documents at all reasonable times during the term of this Contract and during said three (3) year period. ClasTran agrees that, upon request from City, ClasTran will submit to, and cooperate with, periodic audits by the Alabama Department of Public Examiners or other audit procedures requested by City.

6. ClasTran and the representative of ClasTran, who executes this Contract, by the execution of this Contract, certify that:

- a. no part of the Contract Funds paid by City pursuant to this Contract shall be paid to, or used in any way for the personal benefit of, any elected official, employee or representative of any government or any family member of any such official, employee or representative, including federal, state, county and municipal governments and any agency of any such government;
- b. neither ClasTran nor any of its officers, agents, representatives or employees has in any way colluded, conspired or connived with any elected official, employee, or representative of City, or any other elected official or public employee, in any manner whatsoever, to secure or obtain this Contract; and;
- c. except as expressly set out in this scope of services of this Contract, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made to any such elected official, employee or representative of City as an inducement or consideration for this Contract.

Any violation of this certification shall constitute a breach and default of this Contract which shall be cause for termination. Upon such termination, ClasTran shall immediately refund

APPENDIX 6

to City all amounts paid by City pursuant to this Contract.

IN WITNESS WHEREOF, ClasTran has caused this Contract to be executed by its duly authorized representative on _____, and City of Mountain Brook has caused this Contract to be executed by its duly authorized representative, on (date) Nov 23, 2015, but this contract shall be effective as of (date) Oct 1, 2015.

ATTEST: ClasTran
By: _____

ATTEST: City of Mountain Brook
Sarah Brown
City Clerk
By: Lawrence T. Oden
Its Mayor



P.O. Box 10386, Birmingham, AL 35202-0386
Phone (205) 325-8787 Fax (205) 325-8788

Central Alabama's Specialized Transit
A Project of the Birmingham Regional Paratransit Consortium

November 3, 2015

Mr. Gaston,

Thank you for taking the time to visit with me today about ClasTran's funding request of \$200 for the year of FY 2015-16.

I have included some materials for your inspection of ClasTran's Rider's Guide and Handbook as well as an application form. Clients just need to be over 60 years old or have a handicap to ride our buses. Each bus is equipped with a lift to accommodate a wheelchair. Our service is curb to curb with a subsidized fee of \$4.00 each way and we offer this service Monday through Friday from 7 a.m. to 5 p.m. Typically riders use our service to attend senior centers in Jefferson County, go to medical appointments, dialysis, physical therapy, employment or shopping. We transport folks in your area to Brookwood mall, Brookwood Hospital, The Botanical Garden, Western Supermarket and many surrounding businesses. There are some riders who are employed in Mountain Brook village who use ClasTran's services every week.

I have enclosed a report from the immediate past year ending September 30, 2015 showing 36 rides in the City of Mountain Brook although with the aging Baby Boomer population we expect that number to increase. Generally riders come from the low income population; however your donation would be realized since our Federal Grant is an 80/20 basis so each \$100 donation brings down an additional \$400 from the Federal 5310 Transportation grant reserved for Jefferson County in Washington, D. C.

We hope that your City Council will consider this request in order to help those in our community who rely on ClasTran for their transportation needs.

We would appreciate a few minutes at the next Pre-council meeting to answer questions and make a short presentation about ClasTran and answer any questions.

Thank you.

Samantha St. John

Samantha St. John
ClasTran CFO

"Developing Partnerships to Meet the Challenge"

INTRODUCTION

This Handbook informs riders of the policies and procedures established by Clastran to provide safe and efficient transportation services.

In Jefferson and Shelby counties, Clastran provides curb-to-curb demand-response service. It is the responsibility of the rider to arrange for assistance from curb to door, if needed.

All service is shared ride. This means there may be other people on the vehicle with you. The driver may stop to pick up or drop off other people on the way to your destination. This may cause delays and your patience is appreciated.

Please visit Clastran's website at www.clastran.com for more information. An application is available for riders in the Jefferson/Shelby County urbanized areas and an information sheet is available for riders in the rural areas of Jefferson/Shelby and all of Walker County.

You may contact Clastran between 8:00 a.m. and 5:00 p.m. Monday through Friday at:

Phone: 205-325-8787
TDD: 205-325-8129
Toll Free: 877-826-7876
Email: ewesary@clastran.com
U.S. Mail: PO Box 10386
Birmingham, AL 35202-0386

This Handbook is available in audio format upon request.

CONDUCT ON VEHICLES

The following is never allowed when riding on Clastran vehicles:

- Smoking
- Inappropriate displays of affection or sexual advances
- Eating or drinking on board unless medically necessary
- Riding under the influence of alcohol or illegal drugs
- Littering
- Profanity
- Playing radios or other devices without the use of headphones
- Threats of physical harm to self or others
- Verbal, nonverbal, or physical harassment
- Unauthorized use or willful damage to vehicle or equipment
- Refusing to abide by Alabama State law regarding seatbelt usage
- Criminal conduct defined in and/or prohibited by the Alabama Penal Code

NOTE: Repeated violation of these rules may result in permanent discontinuation of service.

Funded in part by: FTA, ALDOT, Jefferson County, Shelby County, Walker County, Walker Area Community Foundation, The City of Birmingham, UCP, ARC and various Municipalities

Clastran
PO Box 10386
Birmingham, AL 35202-0386

**Clastran
Rider's Handbook**

June 2010

Now Accepting



Clastran
PO Box 10386
Birmingham, AL 35202-0386
Phone: 205-325-8787
Toll Free: 1-877-826-7876
TDD: 205-325-8129

"Developing Partnerships to Meet the Challenge"

JEFFERSON AND SHELBY COUNTIES

Demand Response Service

This is a shared use curb-to-curb service that operates in response to advance reservation. A vehicle is scheduled to pick up the passenger and transport to the desired destination.

Hours
Monday through Friday
7:00 a.m. - 5:00 p.m.

*Riders will arrive at their final destination by this time.

Fare
\$4.00 one-way trip
\$8.00 round trip

FARE COLLECTION

Fares will be collected by the driver at the beginning of the trip. Any combination of cash, check, money order, or Clastran ticket will be accepted. Correct fare must be provided to the driver. Drivers do not make change. All riders will receive a receipt from the driver if paying by cash, check, or money order. Medicaid vouchers are not accepted. Clastran charges a \$25 service fee for all returned checks. All checks and money orders must be made payable to Clastran.

*Now accepting Visa and MasterCard ticket purchases within the Clastran office in person or by phone. There will be a 2% service fee added for all credit/debit card purchases.

WALKER COUNTY

In addition to boarding the bus at specified stops, the bus will deviate from the route to pick up passengers who are located within 1/4 mile of the route and are unable to get to the bus stop. Please call Clastran at least 24 hours in advance to make a reservation: 877-826-7876.

County Routes

Monday _____ Sloss/Sunliton
Tuesday _____ Cordova/Sunliton/Dora
Wednesday _____ Parrish/Oakman
Thursday _____ Neuro/Carter Hill

All county routes connect to the City of Jasper route.

Hours Fares¹

Monday through Thursday \$4.00 one way
7:30 a.m. - 2:30 p.m. \$8.00 round trip

City of Jasper

Hours Fare
Monday through Friday \$5.00 one-way trip¹
6:30 a.m. - 6:30 p.m. \$10 annual pass²

Americans with Disabilities Act

- All vehicles are lift-equipped
- All stops are announced by the driver

Passengers using route deviation: Fare is \$1.00 for a one-way trip. Annual passes are not available.

¹Passes refer to Fare Collection (p.3) and Purchase Tickets (p.5) ²Contact Clastran for information on purchasing an annual pass

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COMPANIONS

A rider may travel with one companion for the same fare as the rider. A companion is not a personal care attendant. A companion travels with the rider for company, not for assistance. When calling to make a reservation, please advise if you will be riding with a companion.

PERSONAL CARE ATTENDANT

A Personal Care Attendant (PCA) is someone who assists the rider with mobility. A PCA will be allowed to ride without charge when accompanying the eligible individual to or from the same origin and destination. A PCA and a fare-paying companion may both travel with you on the same trip. When calling to make a reservation, please advise if you will be riding with a PCA.

SERVICE ANIMALS

Riders may travel with a service animal, but pets will not be transported. When calling to make a reservation, please advise if you will be accompanied by a service animal.

PACKAGES

Customers must only carry packages that they can handle alone. Packages must not occupy a seat or create a safety hazard.

NOTE: Operators can only assist with carrying packages on end of the vehicle.

WHEELCHAIRS

All vehicles equipped with lifts or ramps meet specifications under the Americans with Disabilities Act of 1990. They will accommodate mobility devices up to 48" X 30" with a maximum weight of 600 pounds when occupied. ClaTran cannot transport mobility devices that exceed these standards or wheelchairs in poor condition.

Please be aware that a rider's safety cannot be guaranteed if riders choose to remain seated in three-wheeled scooters or rolling walkers with a seat during transport.

SUBSCRIPTION TRIPS

A subscription trip is one the rider takes:

- From the same pick-up location
- To the same drop-off location
- At the same time of day and/or
- On the same day(s) of the week

Subscription trips are scheduled automatically. You only need to reserve them once unless you need to change the subscription. Trips can be scheduled for as long as the rider needs the subscription. Permanent changes to a subscription should be made at least one week in advance. The rider should specify that a particular trip on a particular date, not the subscription, is being cancelled.

Please note that:

- Service is based on availability.
- Personal trips cannot be made in conjunction with agency trips.

HOLIDAYS

Service is not offered on the following holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

NOTE: Only dialysis trips are provided on holidays, but no trips are provided on Thanksgiving Day or Christmas Day.

PURCHASE TICKETS

By U.S. Mail
ClaTran
PO Box 10386
Birmingham, AL 35202-0356

In Person
(mail is not received at this location)
2121 Rev. Abraham Woods, Jr. Blvd.
Suite 1100
Birmingham, AL 35203

By Phone
(205) 325-8787

SCHEDULING A RIDE

Call (205) 325-8787 or (877) 826-7878 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. You may leave a voicemail message if calling after hours or on weekends.

Reservations can be made a maximum of 14 days in advance. Reservations for next day service **MUST** be made by 11:00 a.m. Same day service is not provided and all reservations are based on availability.

You will need to have the following information ready when you call:

- First and last name of rider
- Date of trip
- Address and phone number of pick-up location
- Address and phone number of drop-off location
- Requested arrival time/appointment time
- Requested return time, if return trip
- Notify if you will be using a wheelchair and/or traveling with a personal care attendant, companion, or service animal

Occasionally a dispatcher may ask you to change your requested appointment date and/or time in order to accommodate your request.

NOTE: Personal trips cannot be made in conjunction with agency trips.

CANCELLING A RESERVATION

You must call (205) 325-8787 or (877) 826-7878 two hours before your scheduled pick-up time to cancel a trip.

RIDER RESPONSIBILITIES

Riders have the responsibility to:

- Treat other riders, drivers, and ClaTran staff with courtesy and respect.
- Read all sections of the Handbook.
- Make reservations at least one day in advance.
- Cancel trips two hours in advance.
- Provide entry if the pick-up address is located inside a gated community or other place with special access.
- Call to report if ClaTran has not served by 15-minutes after your scheduled pick-up time.
- Pay the correct fare at the time of service. Drivers do not make change. You will not be transported if correct fare is not provided.
- Wear seatbelts. Failure to do so may result in termination of transportation.
- Be at pick-up location on time. Board the vehicle within five minutes of the pick-up time. Sufficient time will be provided for the rider to board and exit the vehicle if additional time is required, the driver may ask the rider to use the lift in order to keep a timely schedule.
- Inure that mobility aids are in standard operating condition.
- Maintain acceptable standards of personal hygiene.
- Board the vehicle with packages you can carry alone. Packages must not occupy a seat or create a safety hazard.
- Provide updates of address changes, telephone numbers, emergency contact, change in physical condition or equipment used, etc.

DRIVER RESPONSIBILITIES

Drivers have the responsibility to:

- Treat riders, ClaTran staff, and the general public with courtesy and respect.
- Wear ID badge issued by ClaTran at all times and present a neat, professional appearance.
- Ensure safe drop-off of riders, which includes, at a minimum, visually watching the rider until he/she has safely entered the door. In some cases this may also include contacting dispatch to make sure that an attendant is available to meet a rider needing assistance from the curb to the door.
- Use the Incident/accident form to report concerns that may cause an unsafe, unsatisfactory, or unpleasant trip for you or others.
- Stay within the "line-of-sight" of the vehicle.
- Maintain the route schedule for the convenience of all riders.
- Assist riders when entering and exiting the vehicle. Report incidents and accidents to ClaTran immediately. The dispatcher will call 911 if necessary.
- Obey all traffic laws and posted speed limits.
- Assistance includes, but is not limited to:
 - Offering riders a steady arm or other appropriate guidance when entering and exiting the vehicle
 - Helping riders in wheelchairs to maneuver on standard vehicle ramps, lifts and ensuring that wheelchairs are in standard operating condition

CHILDREN

Children under 12 years of age must be accompanied by an adult. Children 12 and over may travel alone, on a case-by-case basis.

A car seat or booster seat must be used for any child under six years of age. Rear-facing car seats are recommended until the child is one year old or 20 pounds. Forward-facing car seats should be used until the child is five years old or weighs 40 pounds. Alabama law requires children to ride in booster seats until reaching six years of age.

ClaTran does not provide child safety seats and drivers are not permitted to secure child safety seats. It is the responsibility of the rider to provide and secure the safety seat. All children must be secured in an appropriate device or seatbelt while the vehicle is in motion.

When calling to make a reservation, please advise if you will be riding with a child. All children will be charged the same fare as the rider.

MEDICAL EQUIPMENT

Riders may bring a respirator, portable oxygen, and/or other medical equipment as long as it does not violate laws or rules related to transportation of hazardous materials. Equipment must be sized enough to fit in the vehicle and be fully secured during transport.

PICK-UP AND DROP-OFF

Every attempt is made to pick up as close to the scheduled time as possible. The vehicle may arrive from 15 minutes before your scheduled pick-up time to 15 minutes after your scheduled pick-up time. Please be ready at least 15 minutes before the scheduled pick-up time, so the driver can stay on schedule. If the vehicle has not arrived by 15 minutes after your scheduled time, call ClaTran to report the situation and receive further assistance. Riders do not have to board the vehicle before/after the scheduled 30-minute pick-up window.

You should call ClaTran if you will be late. If you cannot be located within 5 minutes of scheduled pick-up, a dispatcher will attempt to call you. If you still cannot be located, the driver will be instructed to proceed with his/her schedule.

NO-SHOW/LATE CANCELLATION

Riders will be considered a no-show/late cancellation if:

- A trip is not cancelled at least two hours before the scheduled pick-up time
- The rider does not board the vehicle within five minutes of the pick-up time
- If the driver arrives at the destination address and the rider is not available or does not take the trip

Excessive cancellations and/or no-shows in three months may result in a 30-day suspension of service.

Clastran Complaint Procedures

During the normal course of providing service to the community, it is possible that passengers and/or members of the public will desire to lodge complaints about the quality of transit service offered or the manner in which transit service is delivered. Every effort will be made to handle these issues quickly, courteously and fairly. All employees are reminded that everyone in the community has the right to express concerns about transit operations. One should also remember that the mere allegation of impropriety, however, does not establish proof that a violation has occurred. Every effort will be made to address and resolve customer complaints as quickly as possible but certainly within fifteen (15) business days.

Specifically, a "complaint" is an allegation by a member of the public that there has been a specific violation, misinterpretation, or inappropriate act by a member of Clastran. Vague or general charges of "rudeness" that are not substantiated by facts will not be processed through the dispute resolution system.

All complaints will be referred to Richard Abel, Operations Manager and Barbara Robinson, Operations Supervisor for investigation and resolution. Complaints specifically alleging inappropriate behavior by management personnel of Clastran will be referred to Fern Church, Executive Director. Escalated complaints will be referred to the Board Chairman of Clastran. The following steps are established to provide a framework for handling these issues.

Clastran Complaint Procedures (continued)

Dispute Resolution System

Step One - The complaint is received by the Operations Manager & Supervisor. Sufficient information is collected to allow an investigation. Upon receiving the complaint, Clastran will contact the issuer for further details.

Step Two - The details will be investigated and presented to the Executive Director for development of additional facts, to identify (where possible) the employee in question and determine what actually occurred.

Step Three - If the complaint has merit, the Executive Director of Clastran will counsel the appropriate employee and take the appropriate progressive disciplinary steps.

Step Four - Where applicable the Executive Director of Clastran will respond to the individual filing the complaint within fifteen (15) business days. Depending on the desires of the individual and the nature of the complaint, this response may be either a telephone call (officially documented) or a written response.

Step Five - For any egregious complaint the Executive Director of Clastran will advise the Board Chairman of Clastran. A joint decision may be made to accelerate the disciplinary process or take other extraordinary actions to resolve the complaint.

DRIVER RESPONSIBILITIES (continued)

- Helping riders carry no more than two grocery bags or similar sized packages on and off the vehicle

DRIVERS ARE NOT PERMITTED TO

- Enter a rider's residence
- Perform any personal care for riders, including but not limited to assisting riders with getting dressed
- Lift or carry riders
- Assist riders or mobility devices up or down steps
- Fuel the vehicle with riders on board
- Accept tips or gratuities
- Use personal cell phones or engage in texting while the vehicle is in motion
- Drop off a rider at an alternate location at the request of the rider, parent/guardian, or agency representative. The rider, parent/guardian, or agency representative must contact Clastran to make such changes.

****If a rider requires assistance from the curb to the door and does not have a family member or caregiver available to assist them, they can sign a waiver releasing Clastran of any liability. The driver can then assist them to the door. This waiver is only intended for those riders that have no other means of getting inside their residence and act as a means of convenience. To receive a waiver you can ask your driver, call the Clastran office at 205-325-8787 or log on to www.clastran.com to obtain it.**

CAUSES FOR SUSPENSION OF SERVICE

Misusing the system can result in suspension of service. The following misuses could lead to suspension. This list is not comprehensive.

1. **Excessive Cancellations, No-Shows, and/or Late Cancellations**
Excessive cancellations, no-shows, and/or late cancellations delay the vehicle and deny opportunities for others to ride.
2. **Disruptive or Abusive Behavior**
Disruptive or abusive behavior annoys and can endanger others. This behavior includes, but is not limited to:
 - Intimidation or threats of physical harm
 - Verbal abuse
 - Unlawful harassment, including unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations
 - Unauthorized use of vehicle equipment
 - Smoking on vehicles
 - Eating or drinking without medical necessity
 - Refusing to remain seated with seatbelts firmly secured
 - Detaching equipment

Refusing to comply with the requirements may result in permanent discontinuation of service.

Clastran Complaint Procedures (continued)

Step Six - If the member of the public is not satisfied with actions taken by Clastran personnel or if they demand further action, these unresolved complaints will be referred to the Public Transportation Section of the Bureau of Multinodal Transportation, ALDOT in Montgomery. We will freely and promptly provide names, telephone numbers and addresses.

Mr. Joe Nix
Senior Transportation Planner
Alabama Department of Transportation
Bureau of Transportation Planning and Modal Programs

1100 John Overton Drive
Montgomery, Alabama 36110
VOICE: (334) 353-6421
FAX: (334) 353-6451
E-MAIL: jox@dot.state.al.us

Step Seven - If the member of the public is not satisfied with actions taken by the state, they may contact the Federal Transit Administration Office of Civil Rights Director in Washington, DC. We will freely and promptly provide names, telephone numbers and addresses.

Clastran Complaint Procedures (continued)

Federal Transit Administration Office of Civil Rights
Attention: Title VI Program Coordinator
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, DC 20590

Step Eight - The Executive Director of Clastran shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint.

The entire issue of complaint resolution, whether it is one of our employees or a member of the public, is one of courtesy and common sense. We serve the public and they have a right to share their concerns with us. We will handle all complaints courteously and will not allow ourselves to "argue" about the merits of any complaint. In many instances, individuals merely want "to be heard". We will give them that opportunity.

SUSPENSION PROCESS

If a rider is reported or observed to be abusing the service in any way, including but not limited to those ways mentioned under Causes for Suspension of Service, Clastran will contact the rider to investigate. If the rider's behavior or use of the service is determined to be in violation of Clastran operational and safety policies, the rider will receive a written notice of service suspension that explains the reason(s) for the suspension. Suspensions will not be imposed for circumstances that are beyond a rider's control. Examples of situations not within the rider's control are:

- A sudden personal or weather emergency or traffic delay
- Sudden or worsening illness
- Late arrival of the Clastran vehicle
- A driver who does not provide appropriate assistance
- Disruptive behavior caused by a disability

If the investigation reveals a rider's disruptive behavior is due to a disability and beyond his/her control, service may not be suspended. However, Clastran may require the rider to travel with a companion to help control his/her behavior and prevent harm to self or others. If a companion cannot help control the behavior and a safety or health hazard continues to exist, service may be discontinued.

APPEALING A SUSPENSION

In order to appeal a decision for suspension, Clastran must receive a written request to appeal. The operations manager will review the appeal and notify rider of the outcome by telephone or mail, within seven working days after receipt of the written request for appeal. Appeals must be forwarded to:

Clastran Appeals
PO Box 10386
Birmingham, AL 35202-0386
or
rab@clastran.com

If the rider does not agree with the decision of the operations manager, the rider may request a review by Clastran's Contracts and Standards Committee. Transportation will not be provided during the appeal process.

COMMENTS

If you would like to make a comment, suggestion, or complaint, please contact us Monday through Friday between 8:00 a.m. and 5:00 p.m.

Email: rab@clastran.com
Phone: 205-325-8787
Fax: 205-325-8788
TDD: 205-325-8129
Toll Free: 877-828-7878
U.S. Mail: PO Box 10386
Birmingham, AL 35202-0386



APPLICATION FOR DETERMINATION OF ELIGIBILITY

(For Applicants in the Jefferson/Shelby Urbanized Areas)

All individuals who are disabled or 60 years of age and over are able to qualify for subsidized transportation in the urbanized areas of Jefferson and Shelby counties. Qualification must be determined through an application process. All information is confidential.

Please fill out all pertinent parts of this application and return with supporting documentation to CisTran.

Email: www@cisstran.com

Fax: 205-325-8788

U.S. Mail: CisTran
PO Box 10386
Birmingham, AL 35202-0386

For questions or information:
205-325-8787
877-826-7878
www@cisstran.com
between 8:00 a.m. and 5:00 p.m.

A. PERSONAL INFORMATION

Last Name: _____ First Name: _____ Middle Initial: _____

Home Phone: _____ Mobile Phone: _____

Date of Birth: _____

Street Address: _____

Number and Street: _____

City, State, Zip: _____

Mailing Address, if different: _____

Number and Street: _____

City, State, Zip: _____

In Case of Emergency Notify:

Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

For office Use Only:

Approved
 Denied
 Incomplete

Rev. 12/14

B. AGE QUALIFICATION

If you qualify because you are 60 years of age or over, please submit a copy of one of the following items as verification.

- State Driver's License
- State Identification Card
- Birth Certificate
- Medicare Card
- Passport
- U.S. Military ID
- Certificate of U.S. Citizenship
- Permanent Resident Card
- Alien Registration Receipt Card

IF YOU ARE AGE 60 OR OVER, DO NOT FILL OUT THE NEXT SECTION OR PAGE FOUR. PLEASE PROCEED TO SECTION D.

C. DISABILITY QUALIFICATION

If you qualify because of a disability, please provide detailed information of your disability or condition.

Is your disability temporary? Yes No

If yes, please explain and provide an estimate of duration.

Proof of disability is required in order to complete your application. You must have the Professional Verification form completed by a professional who can verify your condition, including but not limited to: physician, registered nurse, social worker, psychologist, nurse practitioner, chiropractor, occupational therapist, physician's assistant, or mental health professional.

D. MOBILITY INFORMATION

Please check all mobility aids that you use.

<input type="checkbox"/> Cane	<input type="checkbox"/> Electric Wheelchair**
<input type="checkbox"/> White Cane	<input type="checkbox"/> Manual Wheelchair
<input type="checkbox"/> Crutch(es)	<input type="checkbox"/> Extra Wide Wheelchair**
<input type="checkbox"/> Walker	<input type="checkbox"/> Powered Scooter**
<input type="checkbox"/> Service Animal*	<input type="checkbox"/> Other (please describe)

*If you use a service animal, please identify the type of animal and how it assists you.

**NOTE: In order for CisTran to provide service, wheelchairs cannot exceed 30" wide, 48" long, and 600 pounds when occupied, in accordance with the Americans with Disabilities Act of 1990, subpart A. CisTran cannot transport mobility devices that exceed these standards.

APPENDIX B

E. PERSONAL CARE ATTENDANT

Do you ever have need for someone to assist you when you travel? Yes No

F. CERTIFICATION

I certify that the information I have provided in this application is true and correct. I understand that falsification of information may result in denial of service. I further understand that all information required herein will be considered confidential and will be used only by CisTran to determine eligibility for transportation services.

I understand that all services are curb-to-curb and that the operators will assist me on and off the vehicle, but not to the door or into a residence or building.

I agree to comply with all guidance and instruction for riders as contained in both the Rider's Guide and Rider's Handbook.

Name: (please print) _____

Signature: _____ Date: _____



PROFESSIONAL VERIFICATION

_____ has submitted an application for transportation services and has indicated that you can provide verification of his/her disability.

This form must be completed by a currently-licensed professional who is able to certify the individual's disability, including but not limited to: physician, registered nurse, social worker, psychologist, nurse practitioner, chiropractor, occupational therapist, physician's assistant, or mental health professional. Please take a moment to fill out this questionnaire and return to the client or CisTran at:

Email: www@cisstran.com

Fax: 205-325-8788

U.S. Mail: CisTran
PO Box 10386
Birmingham, AL 35202-0386

1. Please describe the above person's disability.

2. Is this disability temporary?

Yes No

3. If yes, please indicate the estimated length of disability.

4. In what capacity do you know the applicant?

5. Professional Verification

Signature: _____ Date: _____

Print Name: _____ Title: _____

License Title: _____ Number: _____ Expiration Date: _____

Agency Name: _____ Phone: _____

Address: _____

Please complete all sections of verification. Incomplete sections will result in delayed processing.

2015-179

Finance Committee

1-22-14

John R. Doody, Jr., CFA
4157 Kennesaw Drive
Birmingham, AL 35211
(W) (205) 939-4309
(H) (205) 470-3663

Sam Gaston

From: Vogtle, Jesse
Sent: Wednesday, January 22, 2014 1:45 PM
To: Gaston, Sam
Subject: jgrv-dood

Sam, please put John Doody's name in play for the next Finance Committee opening. I think you have his resume. (His a good smart money guy and son of the man who helped create our current budget system.)

BAITCH

Jesse S. Vogtle, Jr., Partner, Belch & Bigham LLP
1903 Sixth Avenue North - Suite 1500 - Birmingham, AL 35203-4642
T: (205) 236-3465 F: (205) 914-5467 M: (205) 488-5818 jvogtle@btch.com

FIS CIRCULAR 230: Unless explicitly stated to the contrary, this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

CONFIDENTIALITY: This email and any attachments may be confidential and/or privileged and are therefore protected against copying, use, disclosure or distribution. If you are not the intended recipient, please notify us immediately by replying to the sender and double deleting the copy and the reply from your system.

EXPERIENCE

COO, HIGHLAND ASSOCIATES

Birmingham, AL. Responsible for managing and coordinating the Consulting, Research, Performance Accounting, Administration and Sales & Marketing functions for the Company, which serves over 30 non-profit organizations and handles an over \$13 billion of assets. Oversees the firm's capital market and investment manager research. Serves as an investment consultant to a limited number of non-profit organizations and develops investment strategies to allow the organizations to most efficiently utilize their capital resources.
January 1994 - Present

Vice President, HIGHLAND INFORMATION SERVICES

Birmingham, AL. Developed an information product to enable healthcare financial managers to better manage their treasury assets and vendor relationships. Developed a preliminary business strategy which attracted Bankers Trust Company as a joint venture partner. Conducted market research and testing to further refine marketing strategy.
August 1992 - January 1994

Senior Staff, ERNST & YOUNG

Atlanta, GA. Performed business valuations for estate and gift tax purposes, merger and acquisition and legal defense. Derived business enterprise values by use of discounted cash flow modeling, comparisons to publicly traded securities and replacement cost analysis. Worked extensively in the valuation of intangible assets such as contracts, leases, trademarks, customer lists, and covenants not-to-compete. Also worked extensively in the valuation of real estate and partnerships.
December 1988 - July 1992

EDUCATION

MBA, EMORY UNIVERSITY, School of Business, Atlanta, GA, 1988

- Beta Gamma Sigma Honorary Fraternity, Merit Scholarship
- Selected as tutor in Corporate Finance for Executive MBA program
- Financial Management Association Honor Society, Finance Club, Investment Club

BA, Chemistry, EMORY COLLEGE, Atlanta, GA 1985

- Social Chairman Kappa Alpha Order, Golf Team

ADDITIONAL DATA

- Married - 2 children at Cherokee Bend Elementary
- Working knowledge of IBM PC and Macintosh computers
- Hobbies include: golf, watersports, fishing



Finance Committee

CITY OF MOUNTAIN BROOK

56 Church Street
P.O. Box 120029
Mountain Brook, Alabama 35213
Telephone: 205.907.3663
Fax: 205.978.3577
gastons@mtbrook.org

SAM S. GASTON
CITY MANAGER
August 11, 2009

John R. Doody, Jr. CFA
4157 Kennesaw Drive
Mountain Brook, AL 35213

Dear Mr. Doody:

Thank you for your interest in serving on the Mountain Brook Finance Committee. I have forwarded your resume to the Mayor, City Council and the Finance Committee Chairman for their consideration.

If you have any questions, please contact me at 802-3800.

Sincerely,

Sam S. Gaston
City Manager

Cc: Lloyd Shelton - Chairman
Mayor/City Council

Gaston, Sam

From: John Doody [jdoody@highlandassoc.com]
Sent: Tuesday, August 11, 2009 4:23 PM
To: Gaston, Sam
Cc: Vogtle, Jesse
Subject: RE: MB is looking to appoint someone to the finance committee. any interest?



JRO Resume
11-09.DOC (29 KB)
Hi Sam - Charlie Perry said the city was looking for people for MB finance committee. If I can help, let me know. Here's a resume. Thanks. John Doody. 939.8309

-----Original Message-----
From: Vogtle, Jesse [mailto:jvogtle@belch.com]
Sent: Tuesday, August 11, 2009 4:08 PM
To: John Doody
Cc: gastons@mtbrook.org
Subject: Re: MB is looking to appoint someone to the finance committee. any interest?

Not a lot of time. Get your resume to sam.gaston

FIS CIRCULAR 230 DISCLOSURE: Unless explicitly stated to the contrary, this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

CONFIDENTIALITY NOTE: This email and any attachments may be confidential and protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the e-mail or any attachment is prohibited. If you have received this email in error, please notify us immediately by replying to the sender and deleting this copy and the reply from your system. Thank you for your cooperation.

----- Original Message -----
From: John Doody [jdoody@highlandassoc.com]
To: Vogtle, Jesse
Sent: Tue Aug 11 16:00:19 2009
Subject: FW: MB is looking to appoint someone to the finance committee. any interest?

Jesse - Charlie sent the above email and said that you might know what's expected in terms of meetings, time, etc..? I'm interested in helping if it's not a huge time commitment. Call me if you'd like. 939.8309.
JD.

APPENDIX 7

2015-180

MINUTE BOOK

NOVEMBER 18, 2015

November 18, 2015

Mr. Sam Gaston
City Manager
City of Mountain Brook
56 Church Street
P.O. Box 130009
Mountain Brook AL 35213

RE Sidewalk at Watkins Branch Bridge
Proposal for Landscape Architectural Services

Dear Sam:

We are pleased to offer this proposal for landscape architectural design services for the sidewalk connections and prefabricated bridge at Watkins Branch. The scope includes sidewalk and connections to Cahaba Road and Mountain Brook Parkway crossings to a new bridge crossing for Watkins Branch. This will also include reconfiguring the existing Mountain Brook Parkway crossing and service access to the trail.

SCOPE OF SERVICES

We will prepare design drawings for the walkways, service access and plantings. We will also coordinate the company providing the prefabricated pedestrian bridge, civil engineers providing survey and permitting services associated with the bridge crossing. We will hire a structural engineer to design the bridge supports.

Our design services will include the following:

1. Coordination with Walter School Engineering on topographic survey and permits;
2. Coordination with a local (Alabama) bridge designer on the bridge design and connections to trails;
3. Coordination with Structural Design Associates on bridge footing design; and
4. Design of changes to existing sidewalks and service access for the Watkins Branch Trail;
5. Location and design of decorative fences to direct pedestrians to the new issue at the intersection with gated access for service and emergency vehicles; and
6. Landscape Planting Plans showing locations, species, sizes, quantities and planting details that will be incorporated into the full set of CDD's.

We understand this work will be bid and paid for directly by the City of Mountain Brook without outside matching funds. We suggest the City purchase the bridge directly from the manufacturer. Costs of installing the bridge footings would be included in the bid for the sidewalk and other work.

800 Mountain Brook Blvd., Suite 204, Birmingham AL 35215 Tel: 205 973 4970 Fax: 205 260 4122

Watkins Branch Pedestrian Bridge Crossing
November 18, 2015
Page 2

COMPENSATION

We propose a lump sum fee of \$9500.00 for our work outlined above. Fees for the structural engineers are included in NLA's fee. Fees for Walter School Engineering would be in addition to that and would be invoiced as reimbursable expenses to the City.

Reimbursable expenses such as repro-graphics, plotting, photocopying, mileage, long distance calls, etc. will be billed at 1.1 times the cost to the firm.

Thank you for considering this proposal for services. It's a pleasure to be involved in the design of Mountain Brook's outstanding system of sidewalks and trails - great projects for a great community.

Sincerely,
Nimrod Long and Associates, Inc.


Neil Elston, ASLA
President

See original resolution for copy of signed agreement filed on December 15, 2015.

APPENDIX 8

AGREEMENT FOR CONSULTING SERVICES

BETWEEN

NIMROD LONG AND ASSOCIATES

AND

WALTER SCHOEL ENGINEERING COMPANY, INC.

FOR

WATKINS BROOK TRAIL BRIDGE- CONSULTING SERVICES

Mountain Brook, Alabama

November 18, 2015

This AGREEMENT entered into by and between Nimrod Long and Associates, hereinafter referred to as the Client, and Walter Schoel Engineering Company, Inc., hereinafter referred to as the Consultant, is for civil engineering and land surveying services associated with a pedestrian bridge planned for Watkins Brook, located in Mountain Brook, Alabama.

SCOPE OF WORK

1. TOPOGRAPHIC SURVEY

A field-shot topographic survey would be performed in the area proposed for the bridge. This survey would serve as a basis for architectural and civil design. The detailed scope is as follows:

- Establish site control from which all topographic and utility surveying will be referenced.
- Locate large trees.
- Locate topography and indicate spot elevations for all shots on survey
- Locate public sanitary sewer that runs through the area
- Process field survey data and prepare a Topographic survey on an appropriate scale to be determined by the Consultant.
- Furnish electronic and hard copies as required.

Lump Sum Fee \$ 5,250

2. DESIGN CONSULTING

The Consultant would assist the Client in the design and permitting of the bridge. The Design Plans are to be developed by the Client. The Consultant would prepare the Floodplain Development permit and No-Rise Certification for the bridge located in the Floodway of Watkins Brook. The Consultant would provide design consulting for erosion control, which would be included in the Construction Documents by the Client. The detailed scope is as follows:

- Perform design consulting on bridge location and configuration
- Coordinate with Jefferson County on sanitary sewer issues with proposed bridge
- Input bridge into HEC-RAS model to determine if the No-Rise condition exists
- Prepare Floodplain Development Permit and No-Rise Certification
- Develop erosion control design for inclusion in Client's plans
- Assistance with submittals and approvals

Lump Sum Fee \$ 8,540

3. CONSTRUCTION ADMINISTRATION

The Consultant will perform Construction Review to evaluate the Contractor's general conformance with plans and specifications. The Consultant will review Shop Drawings, and work with the Contractor and Client in solving any minor construction-related problems that may arise. The detailed scope is as follows:

- Review of shop drawings
- Construction observation to be performed on an as-needed basis and at the direction of the Client
- Minor construction-related revisions - Revisions required as a result of field conditions or as approved upon by the Client

Hourly Estimate \$ 1,800 (to be performed as needed, and billed hourly)

NOT IN SCOPE OF WORK

1. Selection or design of bridge, or bridge systems (by Client)
2. Submittals to FEMA (only a local no-rise review is assumed)
3. Sanitary sewer modifications
4. Easement descriptions or other formal approval work for allowing the bridge in the sanitary sewer easement. If formal approvals and documentation is required, these services would be performed hourly.
5. Stormwater ADEM NPDES permit (the site is under one acre and none should be required)
6. Civil Construction documents (plans set by Client; design input will be by mark-up or exhibit).

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees, and will be based on time and materials at the attached schedule of unit rates for Hourly Estimates and Not to Exceed agreement. Payments are due within thirty (30) days of invoice date. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payments from other parties or upon successful completion of the project. If payment is not received within thirty (30) days from date of invoice, the amount may include a late charge of 1 1/2 % per month, indicated from said thirtieth (30th) day. Should Consultant incur attorney's fees for collection of payment, the amount owed to Consultant shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for all amounts due for services rendered and expenses incurred has been received.

SCHEDULE OF UNIT RATES - EFFECTIVE THROUGH 12/31/2011

Senior Principal	\$ 225.00 per hour
Principal	\$ 170.00 per hour
Chief Land Surveyor	\$ 170.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 125.00 per hour
Project Manager 1	\$ 110.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 105.00 per hour
Staff Professional	\$ 90.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 90.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 80.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 70.00 per hour
Field Survey Party	\$ 150.00 per hour
Laser Scanning Field Crew	\$ 200.00 per hour
Laser Scanning Specialist	\$ 125.00 per hour
Intern/Support	\$ 55.00 per hour
Covert	\$ 25.00 per delivery
Transportation	\$ 0.50 per mile
Materials (Stakes and Hubs)	\$ 0.35 each
(Flagging)	\$ 2.50 per roll
(Iron Pins and Caps)	\$ 3.00 each
(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fee basis described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

- Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and estimates will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
- The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.

- All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the country where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.
- Consultant shall secure and maintain insurance as required by law or statutory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authority, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provisions. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other subcontractors.
- Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are saved on electronic media in which are transmitted electronically, may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

APPENDIX 8

PROPOSAL ACCEPTANCE

SUBMITTED:	ACCEPTED:
Consultant: Walter School Engineering Company, Inc.	Client: Nimrod Long and Associates
Signature: <u>Walter School III</u>	Signature: _____
Name: <u>Walter School III</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: <u>11/14/2011</u>	Date: _____

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____

Client or Client's authorized representative: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Client's Project Number: _____ Client's Purchase Order Number: _____

2015-181

100 1100 6378



birminghambusinessalliance
THE CHAMBER FOR REGIONAL PROSPERITY

#8

Birmingham Business Alliance
505 20th Street North Suite 200
Birmingham, AL 35203

INVOICE

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

Customer ID
4044

Invoice No.
149549

Date Due
11/01/2015

	Qty.	Rate	Amount
B B A Investment 11/01/2015 to 10/31/2016	1.00	5,000.00	5,000.00
		Total	5,000.00
		Amt Paid	0.00
		Balance Due	5,000.00

APPENDIX 9

Pay your dues online at <http://www.birminghambusinessalliance.com>.
Federal Tax Id#26-4629738

The BBA estimates that 90% of your investment may be deductible as a business expense.
For advice on all tax matters, please consult your tax advisor or an attorney.

By submitting payment, I affirm my acceptance and endorsement of the mission and objectives of the Birmingham Business Alliance, which include the promotion of economic development, business growth and business retention activity within the Birmingham region.

Birmingham Business Alliance 505 20th Street North Suite 200 Birmingham, AL 35203
Phone: (205)324-2100 Fax: (205)324-2560

2015-181
MOTION

2015-182

WORKPLACE VIOLENCE POLICY

Introduction

The City of Mountain Brook seeks to provide a work environment free from violence or threats of violence against individuals, groups, or employees, or threats against City property, including partner violence (as defined below) that may occur on our property. This policy requires that all individuals on City premises or while representing the City conduct themselves in a professional manner consistent with good business practices and in absolute conformity with non-violence principles and standards.

Definition

For purposes of this policy, workplace violence is defined as a single behavior or series of behaviors which constitute actual or potential assault, battery, harassment, intimidation, threats or similar actions, attempted destruction, or threats to City or personal property; that occur in a City workplace, while using City resources, at a City work location, or while an individual is engaged in City business.

City Response

The City of Mountain Brook strictly prohibits use of violence or threats of violence in the workplace and views such actions very seriously. The possession of weapons in the workplace (except by police officers authorized to carry a weapon), threats, threatening or menacing behavior, stalking, or acts of violence against employees, visitors, guests, or other individuals by anyone on City of Mountain Brook property will not be tolerated. This policy does not prohibit employees from having a firearm in their automobile, locked and out of sight, as allowed by Alabama law (e.g. having a hunting rifle in a vehicle during hunting season). Violations of this policy will lead to disciplinary actions up to and including termination of employment and the involvement of appropriate law enforcement authorities as needed.

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on City of Mountain Brook premises shall be removed from the property as quickly as safety permits, and may be asked to remain away from City of Mountain Brook premises pending the outcome of an investigation into the incident. People who commit these acts outside the workplace but which impact the workplace are also violating this policy and will be dealt with appropriately. The City of Mountain Brook reserves the right to respond to any actual or perceived acts of violence in a manner we see fit according to the particular facts and circumstances.

When threatening behavior is exhibited or acts of violence are committed, City of Mountain Brook will initiate an appropriate response. This response may include, but is not limited to, evaluation by City's designated Employee Assistance Professionals and/or external professionals, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person/persons involved.

No existing City policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

(32893710)

Reporting Procedure

City of Mountain Brook personnel are responsible for notifying the designated management representative of any threats which they have witnessed, received, or have been told that another person has witnessed or received-including those related to partner violence. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on a City controlled site or is connected to City employment. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If the designated representative is not available, personnel should report the threat to their supervisor or another member of the management team.

City of Mountain Brook understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s). Consistent with the values of the City, people should take action in ways that maintain respect and dignity for individuals while acting in an accountable and swift manner to address the situation.

Protective or Restraining Orders

All individuals who apply for and obtain a protective or restraining order which lists City locations as being protected areas, must provide to their department supervisor or designated management official a copy of the petition and order.

Designated Management Representative

Title: City Manager
Telephone: 205/802-3803
Location: City Hall, 58 Church Street, Mountain Brook, AL 35213

Partner Violence and the Workplace

The City of Mountain Brook recognizes the impact of partner violence on the workplace. Partner violence is defined by the City as abusive behavior occurring between two people in an intimate relationship. It may include physical violence, sexual, emotional, and psychological intimidation, verbal abuse, stalking, and economic control.

The City of Mountain Brook intends to make assistance available to employees involved in partner violence. This assistance may include: confidential means for coming forward for help, resource and referral information, special considerations at the workplace for employee safety, work schedule adjustments, or leave necessary to obtain medical, counseling, or legal assistance, and workplace relocation, if available. In responding to partner violence, the City will maintain appropriate confidentiality and respect for the rights of the employee involved.

When employees confide that a job performance or conduct problem is related to partner violence, in addition to appropriate corrective or disciplinary action consistent with City policy and procedure, a referral for appropriate assistance should be made to the employee.

(32893710)

APPENDIX 10

Leave Options for Employees Experiencing Threats of Violence

The City of Mountain Brook will make every effort to assist an employee experiencing threats of violence. If an employee needs to be absent from work due to threats of violence, the length of the absence will be determined by the individual's situation through collaboration with the employee, their department supervisor, and City Manager.

Employees, managers, and supervisors are encouraged to first explore paid leave options that can be arranged to help the employee cope with the situation without having to take a formal unpaid leave of absence. Depending on circumstances, this may include:

- Arranging flexible work hours so the employee can seek protection, go to court, look for new housing, enter counseling, arrange child care, etc.
• Considering use of sick time, compensatory time, paid leave, informal unpaid leave, etc., particularly if requests are for relatively short periods.

Suggested Procedures for Safety and Protection of Employees Experiencing Threats of Violence

Employee

- Encourage the employee to save any threatening e-mail or voice-mail messages. These can potentially be used for future legal action, or can serve as evidence that an existing restraining order was violated.
• The employee should obtain a restraining order that includes the workplace, and keep a copy on hand at all times. The employee may consider providing a copy to the police, or his/her supervisor.
• The employee should provide a picture of the perpetrator to reception areas and/or security.
• The employee should identify an emergency contact person should the employer be unable to contact the victim.
• If an absence is deemed appropriate, the employee should be clear about the plan to return to work. While absent, the employee should maintain contact with the department supervisor.

Employer

- Arrange for the victim to have priority parking near the building.
• Have calls screened, transferring harassing calls to security, or have the employee's name removed from automated phone directories.
• Limit information about employee disclosed by phone. Information that would help locate a victim or indicates a time of return should not be provided.
• Relocate the employee's workspace to a more secure area or another site.

(32893710)

(32893710)

1944

ORDINANCE NO. 1944

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, that the following is the adopted budget for all major funds of the City for the fiscal year beginning October 1, 2015 and ending September 30, 2016:

Table with columns: Funds Available, Revenues, Expenditures. Rows include items like Taxes, Licenses and permits, Intergovernmental, etc. Total Revenues: \$ 34,889,563. Total Expenditures: \$ 34,889,563.

1944

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

ADOPTED: The 23rd of November, 2015

Signature of Mayor: Steve Boone

APPROVED: The 23rd of November, 2015

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook at its meeting held on November 23, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereon on November 24, 2015, at the following public places as required by law:

City Hall, 36 Church Street
Caldwell Pharmacy, 2158 Calhoun Road

Owens Park, 3028 Owens Road
The Investment Place, 3150 Owens Road

Signature of City Clerk: Steve Boone

APPENDIX II

1944



CITY OF MOUNTAIN BROOK

P. O. Box 20000
Mountain Brook, Alabama 35213-0000
Telephone: 205.832.2400
www.mountainbrook.org

Date: 12-Nov-15
To: Barn Gaston, City Manager
From: Steven Boone
Subject: Amend the fiscal 2016 budget
c: Mayor and members of the City Council

I suggest the following amendments be incorporated into the 2016 budget based on the City Council's November 6, 2015 approval of service agreements with the agencies enumerated below.

Table with columns: Ledger, Description, Adopted Budget, Revised Budget, (Surplus) / (Deficit), Reconciliation. Rows include various agency agreements like Agprop-Aze Synonymous, Agprop-Whitene Center, etc.

Ordinance No. 1838 adopted September 14, 2015 (Surplus) / Deficit \$ (778,984)
Ordinance No. 1844 to be considered November 23, 2015 (Surplus) / Deficit \$ (833,984)

ORDINANCE NO. 1945

AN ORDINANCE TO AMEND ARTICLE VII OF CHAPTER 26 OF THE CITY CODE OF THE CITY OF MOUNTAIN BROOK, ALABAMA

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

1. Amendatory Provision. Chapter 26, Article VII, Section 26-227 (y) "Schedule Y - Motor vehicle carriers and express companies" of the City Code shall be amended by repealing subsection (y) in its entirety and replacing it with the following:

"(y) Schedule Y - Transit and passenger transportation.

(1) Each person, firm, corporation, company, association, partnership, agency or business engaged in the business of transit or passenger transportation in the City, either directly or indirectly through agents, employees, independent contractors or other representatives ("Licensee") shall pay a license tax, and each Transportation Network Company ("TNC") that operates in the City shall pay a fee as follows:

- a. Motor carriers, as defined in the Code of Alabama, shall pay a license tax as provided in Ala. Code §17-3-33 (1975).
b. Express companies as defined in the Code of Alabama, shall pay a license tax as provided for in Ala. Code §11-51-126 (1975).
c. A TNC shall pay a flat fee of \$500.00 per year.

(i) TNC means a corporation, partnership, sole proprietorship, or other entity that uses a digital network to connect TNC riders to TNC drivers who provide TNC Services. A TNC shall not be deemed to control, direct or manage the personal vehicles or TNC drivers that connect to its digital network, except where agreed to by written contract.

(ii) TNC Services means the provision of transportation by a driver to a rider, beginning when a driver accepts a ride requested by a rider through a digital network controlled by a TNC, continuing while the driver transports a requesting rider, and ending when the last requesting rider departs from the TNC vehicle.

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driver for death, personal injury and property damage while providing passenger transportation services in the City.

- ii. Such insurance may be maintained by the for-hire vehicle driver, the Licensee, or any combination thereof.
iii. Certificates of insurance shall be kept by the Licensee showing that the above insurance requirements have been met for each person performing transportation services pursuant to the license.

(5) Rate Disclosure. Each Licensee and TNC shall adopt procedures, practices or policies regarding the disclosure of passenger rates, estimated fares, requested fares or the means of computing the fares to passengers prior to each passenger trip. Such disclosure may be by electronic or other means.

(6) Motor Carriers. Motor carriers, express companies or other transportation companies operating under the jurisdiction of the Alabama Public Service Commission or other State regulatory body shall be permitted to obtain a City license upon submission of a copy of the motor carrier certificate issued by the public service commission and, in such case, shall not be required to demonstrate compliance with the above subsections (2) through (3) as a condition of the license.

(7) Government Owned Transportation Companies. Transportation companies owned or operated by a municipality, a county government, the state of Alabama or the federal government shall be exempt from the provisions of this section.

(8) Other Exemptions. Persons engaged by a passenger to provide transportation in a vehicle owned by the passenger and persons who transport passengers on a not-for-profit basis shall be exempt from the provisions of this section.

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

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

(iii) TNC vehicle means a vehicle that is used by a TNC driver and is: (a) owned, leased or otherwise authorized for use by the TNC driver; and (b) not a utility, common carrier, for-hire vehicle, motor vehicle carrier, contract carrier, transportation company, express company, taxi/limo, or limousine.

(iv) The City shall permit each TNC applicant that meets the requirements for a TNC set forth in this Section and pays the annual fee to operate in the City.

(v) TNCs are not motor carriers, express companies, utilities, contract carriers, for-hire vehicles, contract carriers, transportation companies, or taxi/limo or limousine services pursuant to Chapter 37 of the Alabama Code, nor are TNCs Licensees.

(vi) TNC drivers shall not be required to pay such fee, license tax, or license fee, nor shall they be required to obtain a commercial permit or license from the City.

4. All other persons or entities engaged in transit or the transportation of passengers shall pay a flat license fee of \$500.00 per year.

(7) Background Checks. Each Licensee or TNC shall conduct, or have a third party conduct, background checks on any and all for-hire vehicle drivers or TNC drivers. The background checks, shall at a minimum, include (a) Multi-State/Adult-Jurisdiction Criminal Records Locator or similar commercial nationwide database search with validation (primary source search); (b) National Sex Offender Public Website search; and (c) a driving history search.

Background checks shall be conducted prior to the driver's provision of transportation service or TNC Service in the City and annually thereafter.

(8) Driver Qualifications. No Licensee shall permit any person employed or otherwise engaged by Licensee to provide transportation services, and no TNC shall allow an individual to act as a TNC driver on its digital platform, who:

- a. Has been convicted, within the past seven years of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a

motor vehicle to commit a felony, a crime involving property damage and/or theft, acts of violence or violation that constitutes a felony under the Anti-Terrorism Act of 2002, Ala. Code § 13A-10-150 et al. or a similar felony offense under the laws of another jurisdiction.

- b. Is a match in the National Sex Offender Public Website.
c. Has accumulated more than three (3) moving violations or a major driving violation, including but not limited to attempting to evade the police, reckless driving, or driving on a suspended or revoked license, during the three year period prior to the driving history check.
d. Who does not possess a valid driver's license, proof of vehicle registration and automobile liability insurance or who is under sixteen (16) years of age.

Records shall be kept by the Licensee or TNC showing that the above qualifications have been met for each person performing transportation or TNC services.

(4) Insurance for TNC vehicles. All TNC vehicles shall be covered by insurance which meets the following criteria, as a minimum:

- i. Automobile liability insurance of at least one million (\$1,000,000) dollars per incident involving a TNC driver for death, personal injury and property damage while providing TNC Services in the City.
ii. Such insurance may be maintained by the TNC Driver, the TNC, or any combination thereof.
iii. Certificates of insurance shall be kept by the TNC showing that the above insurance requirements have been met for each person performing TNC Services.
(b) Insurance for non-TNC for-hire vehicles. All non-TNC for-hire vehicles shall be covered by insurance which meets the following criteria, as a minimum:
i. Automobile liability insurance of at least one million (\$1,000,000) dollars per incident involving a for-hire vehicle

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constructed 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.

ADOPTED: The 23rd day of November, 2015.

Vergina C. Smith
Council President

ADOPTED: The 23rd day of November, 2015.

Lawrence T. Oden
Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook at its regular meeting held on November 23, 2015, as same appears in the minutes of record of said meeting.

Steven Boone
City Clerk

Printed at the following location on November 24, 2015:
City Hall, 44 Church Street
Mountain Brook, 3509 Cahoon Road
Overton Park, 5426 Overton Road
Tomball Plaza, 1154 Overton Road

2015-183

City of Mountain Brook
EVENT PERMIT APPLICATION
FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY
(Applications submitted less than 30 days prior to the event may not be approved.)

Date: Nov 13 2015 Individual or organization: Christopher Architecture & Interiors

Contact Information:

(a) Name: Corey Flowers (b) Title: Office Manager
(c) Address: 3040 Independence Drive Birmingham AL 35209
(d) Tel. No. 205-413-8531 (e) Cell No. 205-515-5767
(g) Email address: corey@christopheral.com (f) Fax No. 205-413-8533

REJECTED

Describe the type, nature, character and purpose of the event (list all activities):

Showhouse tour to raise money benefiting Open Hands Overflowing Hearts, for pediatric cancer research. Local artist with displays, vendor mini seminar, food vendors, possible acoustic musician.

Give the inclusive date(s) time(s) of the event: Dec 19 Jan 10 (except Christmas Eve & Day and New Years Eve & Day)

Give the number and composition of the event:	Component	Number
People (riding/walking)		
Motor Vehicles		
Floats		
Animals		
Other		

Identify the place, area, locality, and/or route of the assembly: 3620 Ridgeview Drive Shuttle/Valet service from alternate parking lot to keep people off the neighborhood streets.

Up to 14 cars on site at one time. Posting on the ticket website that parking is off site.

Will it be necessary to block any street or sidewalk during the course of the assembly/event? If so, explain no

Will alcoholic beverages be sold and/or served? If so, explain circumstances: not sold but will be served - wine and/or beer tasting on certain nights. Not alcohol every night.

Will money be solicited? If so, explain circumstances? \$10 fee to tour the house. All proceeds will be given to Open Hands Overflowing Hearts a charity (501(c) 3). No other money will be taken on site.

Will signs, placards, banners, flags or cards be displayed? a tour sign in the yard List all vendors who will be supplying food, drink(s), games, booths, etc.: see attached list

Applicant Signature: *Corey Flowers*
Telephone Number: (205) 413-8531 or 515-5767

NOTATION NO. 2015-183

Approved this ___ day of ___, 20__

Lawrence T. Oden, Mayor or Sam S. Gaston, City Manager

Parade Safety & Restrictions*

- Candy or other objects shall not be thrown or otherwise transferred to anyone along the parade route from vehicles or floats that are active within the parade.
- No stopping along the parade route.
- All float drivers must be properly licensed and insured. All drivers should be adults.
- All floats must have adequate lines of vision for the the drivers to see.
- No float or parade participant may turn out of the designated parade route without police approval and direction.
- No float participating in the parade event shall exceed 13 feet in height as measured from the ground to the highest point of the float.

*Strict adherence to these restrictions must be maintained. Failure to adhere to these restrictions may cause immediate suspension from the parade of the offending party, may cause the immediate suspension of the parade and will jeopardize future parades. Organizing parties must ensure all drivers in the parade are furnished a copy of these restrictions.

I have read, understood and agree to comply with these guidelines. Signature: _____

Police Department Remarks

This event as a whole will be handled by the applicant's staff. Parking issues will be handled by a valet service. At this time there is no Police Department participation required. The Police Department reserves the right to reconsider should attendance appear to exceed what is stated.

Signed: *M. S. Gaston* Date: 11/12/2015

Revenue Department Remarks:

Signed: _____ Date: _____

The approved application serves as the permit.

If you have any questions, please contact Doris Kenney at 802-3100 or kenneyd@mtnbrook.org.

Effective November 2014

APPENDIX 13

City of Mountain Brook
EVENT PERMIT APPLICATION
FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY
(Applications submitted less than 30 days prior to the event may not be approved.)

Date: Nov 13 2015 Individual or organization: Christopher Architecture & Interiors

Contact Information:

(a) Name: Corey Flowers (b) Title: Office Manager
(c) Address: 3040 Independence Drive Birmingham AL 35209
(d) Tel. No. 205-413-8531 (e) Cell No. 205-515-5767
(g) Email address: corey@christopheral.com (f) Fax No. 205-413-8533

Describe the type, nature, character and purpose of the event (list all activities):

Showhouse Open House to raise money benefiting Open Hands Overflowing Hearts, for pediatric cancer research. Caterer and beverages, possibly acoustic musician. By invitation only.

Give the inclusive date(s) time(s) of the event: Dec 18 6:00 - 9:00

Give the number and composition of the event:	Component	Number
People (riding/walking)		
Motor Vehicles		
Floats		
Animals		
Other		

Identify the place, area, locality, and/or route of the assembly: 3620 Ridgeview Drive Shuttle/Valet service from alternate parking lot to keep people off the neighborhood streets.

We will tell everyone no on site parking available

Will it be necessary to block any street or sidewalk during the course of the assembly/event? If so, explain no

Will alcoholic beverages be sold and/or served? If so, explain circumstances: not sold but - yes, wine and/or beer

Will money be solicited? If so, explain circumstances? All proceeds/donations will be given to Open Hands Overflowing Hearts a charity (501(c) 3). No other money will be taken on site.

Will signs, placards, banners, flags or cards be displayed? possibly

List all vendors who will be supplying food, drink(s), games, booths, etc.: Homewood Courtyard; still working on a wine and/or beer vendor. (possibly Jones is Thirsty or Back Forty Beer or Cababa Brewery or Avondale Brewery)

Applicant Signature: *Corey Flowers*
Telephone Number: (205) 413-8531 or 515 5767

Approved this ___ day of ___, 20__

Lawrence T. Oden, Mayor or Sam S. Gaston, City Manager

Parade Safety & Restrictions*

- Candy or other objects shall not be thrown or otherwise transferred to anyone along the parade route from vehicles or floats that are active within the parade.
- No stopping along the parade route.
- All float drivers must be properly licensed and insured. All drivers should be adults.
- All floats must have adequate lines of vision for the the drivers to see.
- No float or parade participant may turn out of the designated parade route without police approval and direction.
- No float participating in the parade event shall exceed 13 feet in height as measured from the ground to the highest point of the float.

*Strict adherence to these restrictions must be maintained. Failure to adhere to these restrictions may cause immediate suspension from the parade of the offending party, may cause the immediate suspension of the parade and will jeopardize future parades. Organizing parties must ensure all drivers in the parade are furnished a copy of these restrictions.

I have read, understood and agree to comply with these guidelines. Signature: _____

Police Department Remarks

The applicant will need to hire one officer to work this event. The applicant can schedule an officer by calling the Patrol Sergeant's office at 892 3841. The applicant estimates that there will be 175 persons in attendance.

Signed: *M. S. Gaston* Date: 11/12/2015

Revenue Department Remarks:

Signed: _____ Date: _____

Effective November 2014

Christopher Showhouse - to raise money for Open Hands Overflowing Heights (OHOH) for pediatric cancer research. All ticket proceeds go directly to OHOH.

- Dec 18 - Opening Night for vendors, OHOH board members and donors, clients of Christopher AL, CEO's of a several companies.
 - Off site parking with a shuttle service - two vans
 - No parking allowed at the house that evening except vendors/caterer - invitation will specify address to park cars for shuttle
 - Streets will be flagged for no parking
 - Drop in 5-9pm
 - Heavy Hors D'oeuvres - Homewood Gourmet
 - Wine & Beer served
 - Possible acoustic or jazz music
 - Presentation by Kayla at 7pm
 - RSVP
 - On site security
- Dec 19 - Jan 10 - 11:00 - 6:00
 - Strategically planned local artist to showcase their talent
 - We will know what mini events will draw more people at one time/day and plan accordingly for extra shuttle and/or security presence.
 - Off site parking with a shuttle service - two vans
 - Some local artist ate - Kate Morris, Lacey Russell, Carrie Pittman, Dirk Walker, Elle, Levy's, SubZero Chef demonstration, Jones Is Thirsty (wine tasting), Homewood Gourmet, Fabrik, Merrill McWhorter, Sugar, Dave Eyrich & Peter Faulkner
 - Santa for a few hours on Monday 21st

Christopher Showhouse 2015



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DONATE NOW (<https://www.gofundme.com/openhandsoverflowinghearts>) | <https://www.facebook.com/ohohline> | <https://twitter.com/ohohline> | <https://www.youtube.com/channel/UCqj100-ways-100-4a>

<http://openhandsoverflowinghearts.org/christopher-showhouse-2015/> 11/19/2015

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Kayla's Story | Open Hands Overflowing Hearts

Kayla's Story

My name is Kayla Perry. In May of 2012, I graduated high school a year early, and I knew that the "typical path" of a student high school grad was not for me. I decided to travel the next January to study with a Christian organization called Youth With A Mission, or YWAM. I went there for three months, studying photography, wilderness, and journalism, preparing to go to Kenya and Uganda with a team of nine other girls. My first goal was to get out of my comfort zone and to bring light to dark situations and to be a voice for the voiceless. Not only did we want to share the gospel, but we were working with those in need in Africa, but we were not allowed to bring home stories of the ones that go on and spread them who are able to do something about it.

While in Kenya, I began having increasing sinus issues and other odd, unexplainable symptoms. In March, I fell ill with my first bout of sinus. While we would spend the next three months working with people in both urban areas and villages in the heart of Africa. After about two and a half months of ministry, my sinusitis started happening more frequently. We were about to leave the city and be without access to medical care, so I decided to get checked out by a doctor before leaving. I was hoping he could provide me with a quick fix so I could go to Uganda as planned, but God had other ideas.

I spent about a week going back and forth to the hospital everyday. The doctors communicated with my parents back in the states and with a family friend who is a medical missionary in Kenya. Each night, one of them would call me and update me on the doctors findings that day meant. Eventually, the doctors told me that they were unable to figure out why I was having these odd symptoms, but whatever the cause, it was bad, and I needed to go back home. I was completely devastated, and even told them that, but I knew that it was absolutely necessary to leave Kenya at that point.

As soon as I got home, the doctors and tests began. After a week or so of endless doctor's visits, I was diagnosed with high-risk stage IV neuroblastoma, Neuroblastoma is a pediatric cancer that typically presents itself in very young children and infants, so from the very beginning of my diagnosis, my doctors knew I had a rare case. I received the standard protocol of therapy for my disease - a mix of radiation chemotherapy, radiation, a bone marrow transplant, and immunotherapy - along with several other treatments along the way. The entire process took about fifteen months.

Two weeks after my last treatment ended, I got a call from my doctor who told my parents and me that the cancer had grown, even though I'd received all the therapy I was supposed to receive. He explained that the chances of me ever being cured are very low and that our goal changed from curing the disease by chemotherapy to managing the disease. Researcher from very little about neuroblastoma, and because my 31st birthday was just around the corner, I was not interested. Pediatric cancer research receives so little funding, so it is very hard for parents to learn more about it.

Since then, I've studied my field intensely enjoying time with the people I love, studying for classes, taking care of my health, and raising money for pediatric cancer research. I just started my sophomore year at Auburn University, and I have become bigger than ever before. I want to see the terrible disease eradicated in my lifetime. I will do anything to end childhood cancer. What will you do?

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<http://openhandsoverflowinghearts.org/kaylas-story/> 11/19/2015

Mission Facts | Open Hands Overflowing Hearts

Mission Facts

Open Hands, Overflowing Hearts Mission Statement
OHOH is a 501(c)(3) working to inform people of the need and raise funds for pediatric cancer research in all areas where funding is lacking.

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<http://openhandsoverflowinghearts.org/mission-facts/> 11/19/2015

qualified to do business within the state, upon proper application therefor as hereinafter provided, permitting participation in a public assembly within the city, on the terms and conditions and pursuant to the procedure hereinafter declared. (Code 1996, § 18-33; Ord. No. 921, § 1-3, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-121. Form of application for permit.

The application for a permit shall be directed to the city manager in writing, in accordance with the following provisions:

- (1) Contents of application. The application for permit shall contain the following items of information:
a. The purpose of the public assembly;
b. The type, nature and character of the public assembly;
c. The requested date of the public assembly;
d. The requested inclusive times of the public assembly;
e. The date submitted to the city manager's office;
f. The probable number of persons, animals, boats, and motorized vehicles which will participate or engage in the public assembly;
g. The requested place, area, locality and route of the public assembly; and
h. Any information requested by the city manager for the purpose of evaluating and addressing matters bearing on public safety and security.
(2) Execution of application for permit. Where the proposed public assembly is sponsored by a corporation, an organized group or unincorporated association, the application must be executed in the name of the corporation, organized group or unincorporated association of persons by one having the authority of an officer or a general agent thereof. (Code 1996, § 18-34; Ord. No. 921, § 1-4, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-122. Contents of permit.

The permit for a public assembly shall be issued in substantial conformity with terms proposed in the application except as otherwise provided by this article. No other terms or conditions shall be placed in the permit except for reasons of public safety, the protection of those engaging or participating in such public assembly, or the convenience of public use of public ways, as stated in sections 46-119 and 46-124. It shall be a violation of this section for any person participating or engaging in such public assembly to disregard or fail or refuse to obey any term or condition in the permit. (Code 1996, § 18-35; Ord. No. 921, § 1-5, 5-12-1986; Ord. No. 1585, § 2, 8-25-2003)

Sec. 46-123. Offenses while participating or engaging in, or observing the public assembly.

It shall be a violation of this article for any person, while participating or engaging in or observing a public assembly as defined in and permitted by this article, to disobey or disregard any traffic control device, signal or regulation, except when ordered to do so by an officer of the department of police; to utter any lewd or obscene language or abusive language to any person; willfully and intentionally to disobey or disregard any lawful order of any officer of said department of police; to encourage by word or act, or both, the commission of any crime; to attempt to cord off or assist or participate in cordoning off a public way or entrance to any building, public or private, allowing no one else to pass; to lie prostrate or sit upon any public way so as to obstruct, impede, hinder, stifle, retard or restrain passage of traffic thereon; to assault, spit on or at or throw any object at any police officer; or to fail or refuse to disperse quickly and quietly at the expiration of the time at which the permit expires. (Code 1996, § 18-36; Ord. No. 921, § 1-6, 5-12-1986; Ord. No. 1585, § 2, 8-25-2003)

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Sec. 46-124. Conditions on which permit is to be refused.

The city manager shall refuse to issue a permit for public assembly when any one or more of the following conditions is apparent from clear and convincing evidence or is evident from the application. However, the city manager may, pursuant to section 46-119, issue a permit containing different terms from those in the application where the substituted terms will permit issuance of the permit.

- (1) The purpose of the public assembly, whether so stated in the application or not, is the encouragement of the commission of a crime or is the accomplishment of an unlawful demand, purpose, end or objective.
(2) The signs, placards, banners, flags or cards to be carried, or the songs to be sung, or the chants to be chanted, encourage or advocate the commission of a crime or the accomplishment of an unlawful demand, purpose, end or objective, or are to be used in such circumstances or are of such nature as to create and present danger of a riot or a disorderly group of persons; but nothing herein contained shall cause words or language merely expressing unpopular views to be so construed.
(3) The proposed public assembly is so large as to prohibit its control and protection by the department of police; or is so large or is such that it will substantially and materially interrupt and interfere with the free flow of commerce and trade and the use of the public ways of the city for an appreciable period of time.
(4) The proposed public assembly is in an area prohibited by this article.
(5) The proposed public assembly presents a clear and present danger of destruction of life or property, or serious invasions of rights of privacy or breaches of the peace, and that danger is imminent and aggravated and amounts to more than slight inconvenience or annoyance.

(6) The proposed public assembly is at a date or hour, and/or on particular public ways, which will substantially and materially interrupt and interfere with the free flow of commerce and trade and use of the public ways of the city for an appreciable period of time, or which will substantially and materially affect public safety or convenience in the use of the public ways. (Code 1996, § 18-37; Ord. No. 921, § 1-8, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-125. Violation of article.

It shall be a violation of this article to participate or engage in, or to aid, abet, command, counsel or induce any person to participate or engage in a public assembly as herein defined, in the city, without there having been obtained prior thereto a permit for such public assembly. (Code 1996, § 18-38; Ord. No. 921, § 1-9, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-126. Action upon public assembly becoming violent.

Upon any public assembly becoming violent, the senior ranking officer of the department of police who is present shall audibly call a halt to such public assembly and shall cause it to forthwith disperse; and it shall be a violation of this section for any person who having been so ordered, willfully and intentionally to fail or refuse to disperse quickly and quietly. (Code 1996, § 18-39; Ord. No. 921, § 1-10, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-127. Presumption of evidence.

When any object is thrown at any police officer of the city, or at any other person, it shall be presumed that such public assembly has become violent. (Code 1996, § 18-40; Ord. No. 921, § 1-11, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-128. Annual Mountain Brook High School Homecoming Parade.

Section 46-124(4) shall not apply to the annual Mountain Brook High School homecoming parade, because of the established tradition of said

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parade and because of the substantial community interest in this annual event. All other provisions of this article shall apply to said parade. (Code 1996, § 18-41; Ord. No. 921, § 1-12, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-129. Waiver of law prohibited.

No official of the city and no police officer of the city has or possesses the authority to waive any provision of this article. (Code 1996, § 18-42; Ord. No. 921, § 1-13, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-130. Administration.

The city manager shall administer this article and shall exercise the limited discretion herein conferred with the uniformity of method of treatment upon the facts of each application, free from improper or inappropriate considerations and from unfair discrimination, with a systematic, consistent and just order of treatment, and with reference to the convenience of the public ways in the city. In the event of the city manager's absence from the city or his inability to administer this article because of illness or any other good reason, this article shall be administered by the city clerk, and the city clerk may exercise the discretion conferred upon the city manager by this article until the city manager returns to the city or the city manager again becomes able to administer this article. (Code 1996, § 18-43; Ord. No. 921, § 1-14, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

Sec. 46-131. Punishment for violation.

Any person violating any of the provisions of this article shall, upon conviction, be fined not less than \$1.00 nor more than \$200.00 or be sentenced to imprisonment or hard labor for the city for a term not exceeding six months or both, fine and imprisonment to be at the discretion of the municipal judge trying the case. (Code 1996, § 18-45; Ord. No. 921, § 1-16, 5-12-1986; Ord. No. 1585, § 1, 8-25-2003)

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