MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JANUARY 26, 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 6:00 p.m. on Monday, the 26th day of January. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

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

1. AGENDA

1. Presentation of South Brookwood Road at Brookwood Forest Elementary traffic study – Richard Caudle of Skipper Consultants (Appendix 1).

2. Presentation of Hastings Road and Laurel Lane traffic study – Richard Caudle of Skipper Consultants (Appendix 2).

3. Traffic study proposed for English Village including exit from Little Hardware and left-turn arrow from Cahaba Road southbound onto Fairway Drive (or include this in one (1) of the eight (8) intersections to be reviewed under the APPLE grant? (Appendix 3)

   The determination as to whether this intersection will be included in the City-wide (Apple Grant) traffic study will be made after the community involvement meeting set in agenda item 4 below.

4. Set date for public involvement meeting for our APPLE grant to determine which eight (8) traffic intersections are to be reviewed by City and Skipper Consultants (Appendix 4).

   The community involvement was set for Tuesday, February 10 at 6:00 p.m.

5. Southern Lights franchise agreement – Steve Stine and Chris Glenos (Appendix 5).

   After hearing about the proposed franchise agreement, the members of the City Council stated that they wanted more time to review the proposal and that this matter will be considered again at the February 9th meeting.

6. Athletic Field Leases/Agreements update – White Colvin

7. Review and discussion of the 7 p.m. City Council formal meeting agenda topics.

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

Steven Boone

Steven Boone, City Clerk

SKIPPER CONSULTING INC.

South Brookwood Road at Brookwood Forest Elementary School

Mountain Brook, Alabama

Traffic Study

Prepared for:

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Phone (205) 802-2400 Fax (205) 879-6913

Prepared by:

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December, 2014

ALABAMA REGISTERED DRAFT RICHARD LYN CARTER

SIGNED: _____

DATE: _____

INTRODUCTION

This report documents a traffic study performed for the City of Mountain Brook, Alabama in response to public concerns regarding traffic safety on South Brookwood Road in the vicinity of Brookwood Forest Elementary School. The location of the school with respect to the area roadway network is shown in Figure 1.

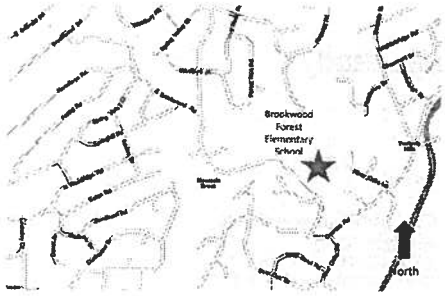


Figure 1. Site Location Map

The existing campus of Brookwood Forest Elementary School is served by three access points to South Brookwood Road. There is a bi-directional access to the school on the south side of the school which lines up with Brookwood Trace. This will be known as the "Lower Access" in this study. And there is a pair of one-way accesses to the school on the northwest side of the school. These will be known collectively as the "Upper Access" in this study. An aerial photograph with access features annotated in included in Figure 2.

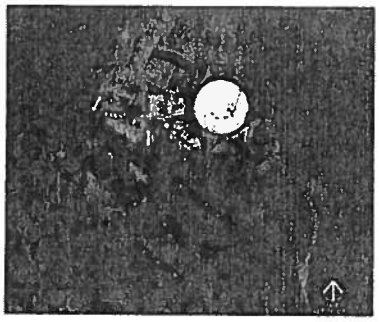


Figure 2. Aerial View – Brookwood Forest Elementary School

A summary of the traffic concerns raised by parents of children at the school was provided to Skipper Consulting, Inc. in the form of notes from a meeting dated October 8, 2014. A copy of these meeting notes is included in Appendix A of this report. The concerns which are addressed in this study are as follows:

- South Brookwood Road southeast-bound is blocked coming from Brookwood Road during the time of the afternoon carpool. The existing on-campus vehicle storage and left turn lane on South Brookwood Road are of insufficient length to store the standing carpool queue. This results in vehicles attempting to pass the standing queue of vehicles waiting in the carpool line, either in the northwest-bound lane of South Brookwood Road or on the shoulder.
- South Brookwood Road northbound is blocked coming from Overton Road during the time of the afternoon carpool. The existing on-campus vehicle storage is of insufficient length to store the standing carpool queue. This results in vehicles attempting to pass the standing queue of vehicles waiting in the carpool line in the southbound lane of South Brookwood Road.
- Erratic and unsafe actions by drivers attempting to go around the standing queues of vehicles results in safety concerns for pedestrians.

APPENDIX 1

There have been several different attempts made to rectify these concerns in the past without apparent success. These attempts were documented in the October 8, 2014 meeting minutes. Some of these efforts have included:

- Changing carpool procedures
- Police presence and enforcement
- Public awareness
- Volunteer traffic control by parents

Previous studies have been performed and solutions have been recommended; however none of the previous recommendations have been implemented. For example:

- In 2006, Skipper Consulting, Inc. produced a document which made the following recommendations concerning the carpool operation at Brookwood Forest Elementary School. A summary of this document is included in Appendix B.
  - Widen the Lower Access to allow two inbound lanes
  - Construct a right turn lane on South Brookwood Road northbound at the Lower Access
  - Modify the on-site circulation at the Upper Access to allow more vehicles to be stored on-site
  - Extend the existing left turn lane on South Brookwood Road southeast-bound at the Upper Access
- In 2005, Sain Associates undertook a safety study for all the schools in the Mountain Brook school system. Regarding Brookwood Forest Elementary School, it was recommended that the parking area at the Upper Access be striped and carpool operations be modified. A sketch from the Sain Associates report is included in Appendix C.

This report addresses recommendations which would normally be considered "low-cost" and "short-term". It is still the opinion of Skipper Consulting, Inc. that long-term improvements which would entail higher costs, such as the improvements included in our 2006 recommendations, are needed to correct existing deficiencies in the carpool operation at Brookwood Forest Elementary School.

BACKGROUND INFORMATION

Roadway Descriptions

In the vicinity of the site, South Brookwood Road is a two lane local roadway with a postad speed limit of 25 miles per hour. A school zone speed limit of 15 miles per hour ("When Children Are Present") has also been established on South Brookwood Road. There is a sidewalk along the west side of South Brookwood Road from Overton Road to Hermitage Road. See Figure 3 for a general representation of South Brookwood Road.

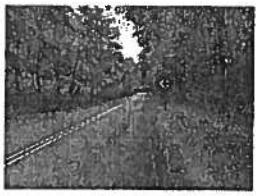


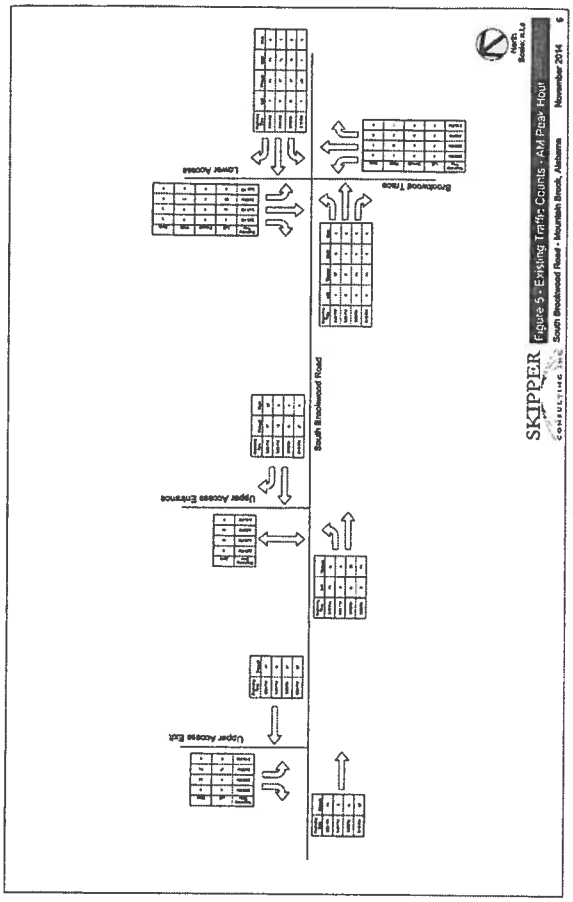
Figure 3. South Brookwood Road

Existing Roadway Geometric Data

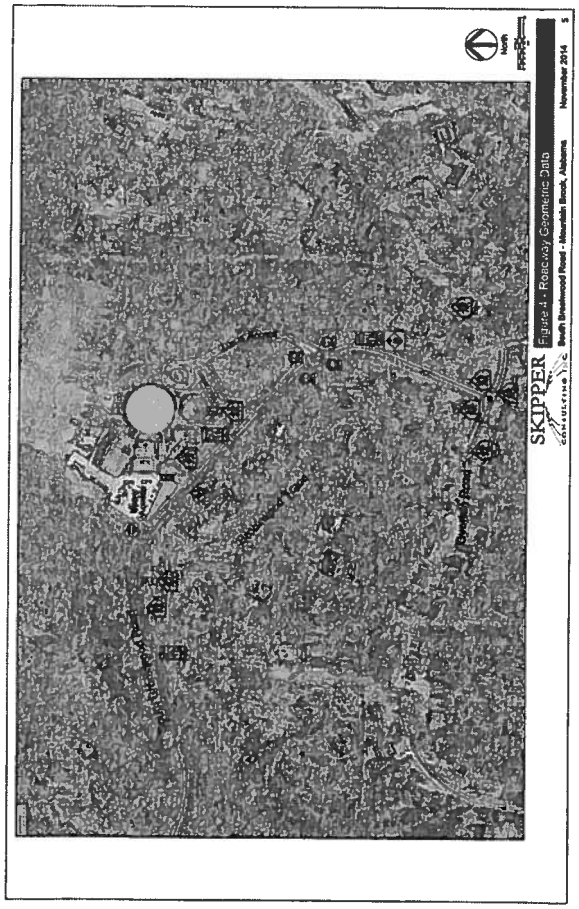
Figure 4 provides a depiction of relevant roadway geometric data for South Brookwood Road and Brookwood Forest Elementary School.

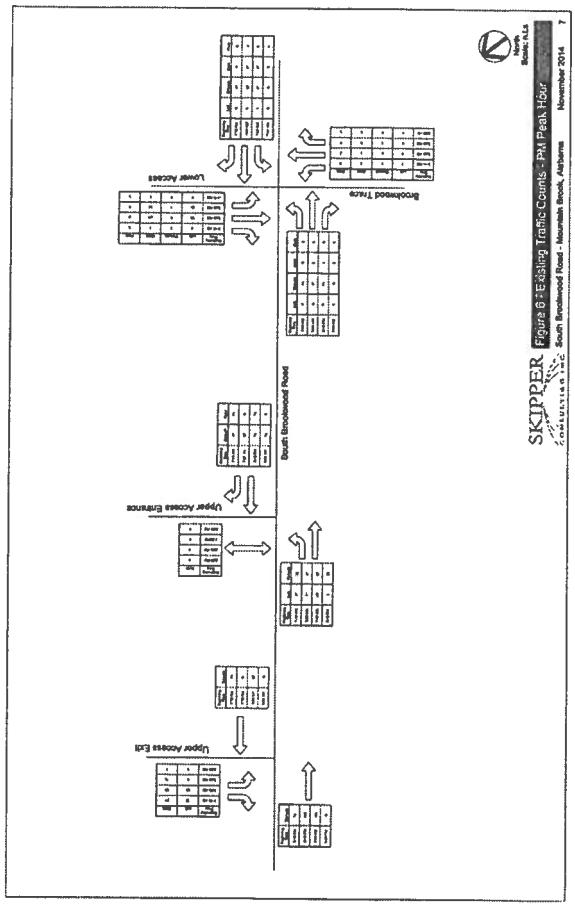
Existing Intersection Turning Movement Traffic Counts

Existing intersection turning movement traffic counts were performed at the intersections of South Brookwood Road with the Upper and Lower Accesses on Wednesday to Thursday, October 29 to 30, 2014 from 7:15 to 8:15 a.m. and 2:30 to 3:30 p.m. by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The intersection turning movement traffic count data is included in Appendix D and is summarized in Figures 5 and 6.



APPENDIX 1





Existing Machine Traffic Counts

Existing machine traffic counts were performed on South Brookwood Road to the south and to the northwest of Brookwood Forest Elementary School for twenty-four continuous hours on Wednesday, October 29, 2014. The machine counts included speed and vehicle classification. The traffic count data is included in Appendix E and is summarized below:

South Brookwood Road north of Overton Road

Traffic Volume	Northbound	Southbound	Total
Daily	1,261	1,296	2,557
AM Peak	190	188	378
PM Peak	127	154	281

Speed	
Average (Daily)	28 mph
85th Percentile (Daily)	31 mph

Classification	
Heavy Trucks	6
Light Trucks	64
Passenger Vehicles	2,485
Motorcycles	2

South Brookwood Road northwest of Brookwood Forest Elementary School

Traffic Volume	Eastbound	Westbound	Total
Daily	1,272	1,241	2,513
AM Peak	279	211	490
PM Peak	103	174	277

Speed	
Average (Daily)	34 mph
85th Percentile (Daily)	39 mph

Classification	
Heavy Trucks	6
Light Trucks	50
Passenger Vehicles	2,453
Motorcycles	4

The travel speed on South Brookwood Road is of concern. The average speed of all vehicles is almost 10 miles per hour over the posted speed limit, and the 85th percentile travel speed of all vehicles is almost 15 miles per hour over the posted speed limit. A further review of travel speeds by hour of the day was performed, concentrating on the hours when school is beginning and ending. This review is detailed in Table 1.

Table 1. Detailed Speed Study South Brookwood Road Northwest of Brookwood Forest Elementary School

Time	Speed Bin (mph)										
	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65
7-8 AM	4	2	62	122	192	88	12	0	0	0	1
8-9 AM	0	0	2	12	48	31	17	0	0	0	0
2-3 PM	2	8	5	45	56	52	10	0	0	0	0
3-4 PM	16	8	15	39	83	62	22	2	1	0	0

As seen in Table 1, a small percentage (12%) of the vehicles on South Brookwood Road are traveling within the posted speed limit. 59% of the vehicles are traveling from 1 to 10 miles per hour over the posted speed limit. The remainder (29%) are traveling greater than 10 miles per hour over the posted speed limit.

Based on this data, a recommendation of this study is for the increased enforcement of the posted speed limit on South Brookwood Road by the Mountain Brook Police Department, particularly during the hours when school is beginning and ending.

Observations

Observations of traffic flow on South Brookwood Road in the vicinity of Brookwood Forest Elementary School were conducted on Wednesday, October 29, 2014 from 7:00 to 8:30 a.m. and 2:15 to 3:30 p.m. by Skipper Consulting, Inc. The review included traffic flows on South Brookwood Road, operation of the carpool pick up and drop off, and pedestrian traffic. During the morning, the observations indicated that there were no traffic patterns or problems which need to be addressed. During the afternoon, the observations indicated that there are standing queues of vehicles on South Brookwood Road southeast-bound at the Upper Access and northbound at the Lower Access. These queues impede traffic flow on South Brookwood Road. The maximum queues observed are as follows:

Upper Access

Vehicles in front of school	10
Vehicles on South Brookwood Road	29

Lower Access

Vehicles in school driveway	32
Vehicles on South Brookwood Road	25
Vehicles on Brookwood Trace	8

Queues begin to form on South Brookwood Road at 2:40 p.m. The maximum observed queues occurred from 2:50-2:55 p.m. South Brookwood Road was cleared by 3:12 p.m.

Crash Data

Crash data for South Brookwood Road from Overton Road to Brookwood Road was provided by the Mountain Brook Police Department for the years 2012, 2013 and 2014 (through October 31). During the period, a total of 18 crashes were reported (6 in 2012, 10 in 2013 and 2 in 2014). Of these crashes, 15 were related to the intersections of Overton Road and Brookwood Road. The remaining three crashes are described as follows. It should be noted that none of these crashes was directly related to the traffic conditions of Brookwood Forest Elementary School.

Crash #1 occurred on Monday, April 12, 2012, at 5:54 p.m. The weather was dry. A vehicle on South Brookwood Road southbound slowed to turn left into a private driveway at 3344 South Brookwood Road. A second vehicle attempted to pass the turning vehicle on the left and was struck by the turning vehicle. This crash was property damage only.

Crash #2 occurred on Tuesday, July 17, 2012, at 6:24 p.m. The weather was dry. A vehicle traveling on South Brookwood Road southbound between Brookwood Road and Hermitage Road lost control and ran off the road. One injury was reported.

Crash #3 occurred on Wednesday, September 26, 2012 at 2:35 p.m. The weather was dry. A vehicle exiting a private driveway at 3330 South Brookwood Road struck a vehicle traveling eastbound on South Brookwood Road. One injury was reported.

APPENDIX 1

ANALYSIS OF ALTERNATIVES

Basis of Analysis

Based on observations, alternatives were developed to mitigate the negative impacts of traffic related to South Brookwood Elementary School on South Brookwood Road. It was evident that the observed problems are limited to the afternoon pick up time, and occur from approximately 2:45 p.m. to 3:15 p.m. The traffic and pedestrian counts performed for this study were refined to this period in order to analyze specific alternatives. The turning movement traffic count for 2:45 to 3:15 p.m. is shown in Figure 7. As shown in Figure 7, the majority of the existing traffic on this section of South Brookwood Road is directly related to the school. During the 30 minute period from 2:45 to 3:15 p.m., there were counted 9 through vehicles (vehicles not directly generated by the school) in the northbound direction and 8 through vehicles in the southbound direction.

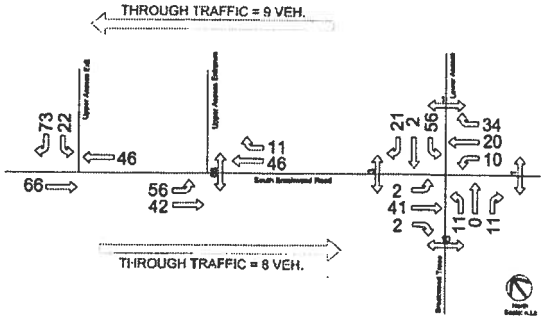


Figure 7. Existing Traffic Counts – 2:45-3:15 PM

APPENDIX 1

Alternative A – Traffic Control Measures

The first alternative considered was the use of traffic control measures to mitigate traffic concerns. Based on the peak 30 minute afternoon traffic count, there was the possibility of up to 20 vehicles in the northbound direction and 12 vehicles in the southbound direction who desire to continue straight through the intersections which have queued vehicles. It is unclear whether those vehicles which are, in fact, crossing the double yellow line to pass are through vehicles or school-related vehicles, or a combination of both. During the observations, no vehicles were seen passing to the left of the double yellow line on South Brookwood Road southbound northwest of the school. There were eight (8) vehicles which were observed to pass on South Brookwood Road northbound south of the school. Some of these turned left onto Brookwood Trace, and some continued north on South Brookwood Road.

Measure #1 – Turn Restrictions. The desire for school-related vehicles to pass to the left of the double yellow line can be removed by restricting turns on South Brookwood Road at the two school accesses, namely:

- No right turn on South Brookwood Road northbound at the Upper Access from 2:45 to 3:15 p.m.
- No left turn on South Brookwood Road southbound at the Lower Access from 2:45 to 3:15 p.m.

These signs are illustrated in Figure 8.

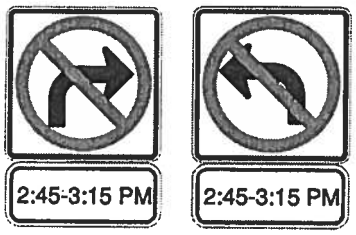


Figure 8. Turn Restriction Signs

The turn restrictions will cause some re-routing of school-related traffic. During the peak 30 minutes, there were 2 vehicles which turned left into the Lower Access and 11 vehicles which turned right into the Upper Access. The turn restrictions, therefore, would have affected 13 vehicles during the 30 minute period. Furthermore, the effect of the turn restrictions would be to force all carpool activity bound for the Upper Access to approach the campus on South Brookwood Road southbound from the northwest, and all carpool activity bound for the Lower Access to approach the campus on South Brookwood Road northbound from Overton Road.

In order to be effective, these signs must be enforced. These are regulatory signs which can be enforced and ticketed by the Mountain Brook Police Department. Brookwood Forest Elementary School can also employee individuals (staff or volunteers) to remind carpool drivers of the turn restriction signs. The school can also disseminate information to families concerning the requisite carpool patterns to be used approaching the campus.

Measure #2 – Passing Restriction. For both the school-related and through traffic, the existing double yellow line on South Brookwood Road can be reinforced with a "Do Not Pass" sign. Two signs per approach are recommended. These first signs would need to be erected in advance of the maximum queues on South Brookwood Road – just north of the intersection of Overton Road for South Brookwood Road northbound and approximately 750 feet northwest of the school property for South Brookwood Road southeast-bound. The second set of signs would be placed approximately half-way between the first signs and the edge of the school property, at approximately 375 feet from the edge of the school property. This sign is illustrated in Figure 9.

Figure 9. Do Not Pass Sign

Alternative B – Carpool Operation Modifications

In our review of the carpool operations on the Brookwood Forest Elemantary School campus, we did not note any changes which should be made to the Lower Access which do not involve additional roadway lanes. At the Upper Access, the existing carpool loading and stacking area is shown in red in Figure 10. The operation of the existing carpool could be improved during the afternoon by requesting that the first three vehicles pull all the way to the end of the area designated in red.

An alternative arrangement for extending the carpool operation would be to extend the pickup area alongside of the gym building as shown in blue in Figure 10. The existing parking area would need to be restriped in order to provide a continuous turning path at the end of the parking area. It is estimated that an extra one or two vehicles may be able to be stored on campus with this alternative.

Figure 10. Upper Access Carpool Pick Up Extension

Alternative C – One-Way Treatment of South Brookwood Road: Northbound

The issue of vehicles crossing the double yellow line to pass standing queues of vehicles on South Brookwood Road can be mitigated by establishing a section of South Brookwood Road as a one-way roadway from 2:45 p.m. to 3:15 p.m. Alternative C considers making South Brookwood Road one way northbound. An operational concept for Alternative C is shown in Figure 11.

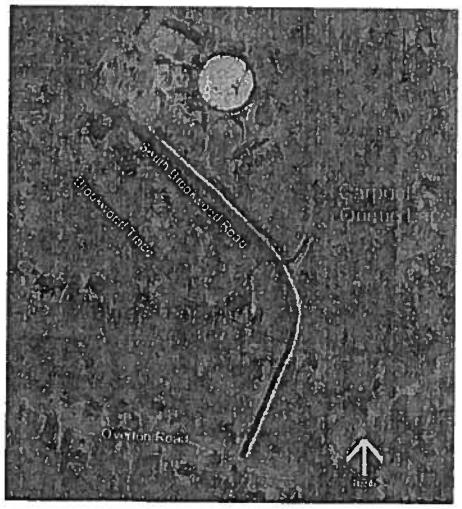


Figure 11. Alternative C – South Brookwood Road One Way Northbound

The traffic reassignment for this alternative is shown in Figure 12.

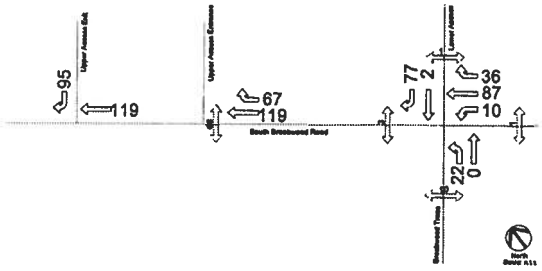


Figure 12. Traffic Reassignment 2:45-3:15 PM – One Way Northbound

In reviewing the potential traffic operations of Alternative C, three immediate concerns are noted:

1. The distance between the Lower Access and the Upper Access is approximately 625 feet, sufficient to stack approximately 25 to 28 vehicles. The anticipated maximum queue, based on observations, for the Upper Access is approximately 30 vehicles. Therefore, traffic queued to enter the Upper Access will conflict with traffic exiting the Lower Access.
2. The one-way treatment northbound would logically begin at Overton Road. However, there is no convenient location to the northwest of the school to end the one-way treatment. The most logical place to end the one way treatment would be at Woodridge Road or Spring Hill Road, but this would affect traffic access to multiple private driveways and two public roadways (South Brookwood Circle and North Woodridge Road).
3. The diversion routes for southbound traffic on South Brookwood Road to reach Overton Road are lengthy and circuitous, and one route would involve mixing with traffic at Mountain Brook High School.

Based on these factors, Alternative C does not appear to be desirable for implementation.

Alternative D – One-Way Treatment of South Brookwood Road: Southbound

Alternative D considers making South Brookwood Road one way southbound from 2:45 to 3:15 p.m. An operational concept for Alternative D is shown in Figure 13.

Figure 13. Alternative D – South Brookwood Road One Way Southbound

The traffic reassignment for this alternative is shown in Figure 14.

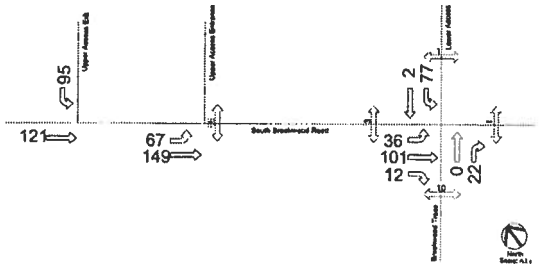


Figure 14. Traffic Reassignment 2:45-3:15 PM – One Way Southbound

In reviewing the potential traffic operations of Alternative D, four immediate concerns are noted:

1. The carpool queue lane is on the side of the road which would be typically driving on the wrong side of the road. The process of getting drivers to move into this lane to stack for carpool would be problematic.
2. The distance between the Lower Access and the Upper Access is approximately 625 feet, sufficient to stack approximately 25 to 28 vehicles. The anticipated maximum queue, based on observations, for the Lower Access is approximately 25 vehicles. Therefore, traffic queued to enter the Lower Access will completely fill the carpool queue lane between the Upper Access and the Lower Access. There would be no room for future growth in traffic at the Lower Access.
3. The one-way treatment northbound would logically end at Overton Road. However, there is no convenient location to the northwest of the school to begin the one-way treatment. The most logical place to begin the one way treatment would be at Woodridge Road or Spring Hill Road, but this would affect traffic access to multiple private driveways and two public roadways (South Brookwood Circle and North Woodridge Road).

4. The diversion routes for northbound traffic on South Brookwood Road to reach Brookwood Road from Overton Road are lengthy and circuitous, and one route would involve mixing with traffic at Mountain Brook High School.

Based on these factors, Alternative D does not appear to be desirable for implementation.

APPENDIX 1

Alternative E –Roadway Closure of South Brookwood Road

Alternative E considers a closure of South Brookwood Road between the Upper Access and the Lower Access from 2:45 to 3:15 p.m. An operational concept for Alternative E is shown in Figure 15.

Figure 15. Alternative E – South Brookwood Road Closure

The traffic reassignment for this alternative is shown in Figure 16.

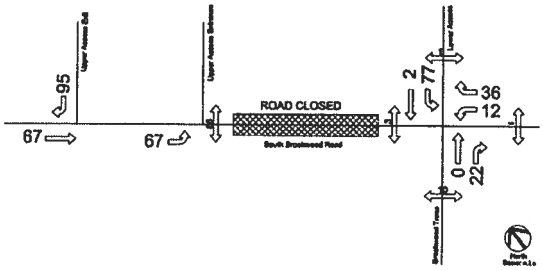


Figure 16. Traffic Reassignment 2:45-3:15 PM – Closure

Alternative E does not have as many negative implications as Alternatives C and D. However, there are certain concerns regarding implementation of Alternative E:

1. The diversion routes for northbound and southbound traffic on South Brookwood Road to reach Brookwood Road and Overton Road are lengthy and circuitous, and one route would involve mixing with traffic at Mountain Brook High School.
2. Complex signing would be required to notify the traveling public of the closed roadway section, and signage would have to be installed far enough in advance to allow diversion.
3. Manual labor will be required to erect traffic control devices each school day at each end of the closed roadway section.

RECOMMENDATIONS

Considering the data collected during this study and analysis of alternatives, this study makes the following recommendations:

1. ***Install left and right turn restriction signage on South Brookwood Road.*** Required signs are:

   - No right turn on South Brookwood Road northbound at the Upper Access from 2:45 to 3:15 p.m.
   - No left turn on South Brookwood Road southbound at the Lower Access from 2:45 to 3:15 p.m.

   These signs are illustrated in Figure 17.

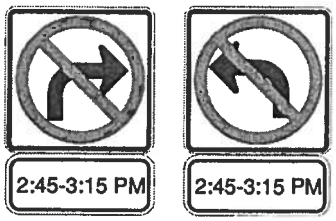


Figure 17. Turn Restriction Signs

In order to be effective, these signs must be enforced. These are regulatory signs which can be enforced and ticketed by the Mountain Brook Police Department. Brookwood Forest Elementary School can also employee individuals (staff or volunteers) to remind carpool drivers of the turn restriction signs.

2. ***Install four (4) "Do Not Pass" signs on South Brookwood Road.*** Two signs per approach are recommended. These first signs would need to be erected in advance of the maximum queues on South Brookwood Road – just north of the intersection of Overton Road for South Brookwood Road northbound and approximately 750 feet northwest of the school property for South Brookwood Road southeast-bound. The second set of signs would be placed approximately half-way between the first signs and the edge of the school property, at approximately 375 feet from the edge of the school property. This sign is illustrated in Figure 18.

Figure 18. Do Not Pass Sign

3. ***Letter to parents.*** Brookwood Forest Elementary School should send a letter to all parents concerning the requisite carpool patterns to be used approaching the campus, the turn restrictions and the need to prohibit passing on South Brookwood Road near the school. The letter should also address the need for parents to limit their arrival time for afternoon carpool to no earlier than 2:45 p.m.

4. ***Replace the existing warning signs on South Brookwood Road.*** The existing S1-1 School signs and flashing beacons should be replaced with School Speed Limit signs with flashing beacons, as illustrated in Figure 19. In general, each approach to the school on South Brookwood Road should have an S1-1 School sign (without flashing beacons) and an S5-1 School Speed Limit sign assembly (with flashing beacons).

APPENDIX 1

Figure 19. School Speed Limit Sign Assembly

5. ***Enforce speed limit on South Brookwood Road.*** The travel speed on South Brookwood Road is of concern. The average speed of all vehicles is almost 10 miles per hour over the posted speed limit, and the 85th percentile travel speed of all vehicles is almost 15 miles per hour over the posted speed limit. During the beginning and ending of school, a small percentage (12%) of the vehicles on South Brookwood Road are traveling within the posted speed limit. 59% of the vehicles are traveling from 1 to 10 miles per hour over the posted speed limit. The remainder (29%) are traveling greater than 10 miles per hour over the posted speed limit. Based on this data, a recommendation of this study is for the increased enforcement of the posted speed limit on South Brookwood Road by the Mountain Brook Police Department, particularly during the hours when school is beginning and ending.

6. **Monitor situation and implement Alternative E if needed.** The traffic should be monitored for the remainder of the 2024-2015 school year. If the problems which were addressed in this study have not been mitigated by implementation of the recommendations in this study, then Alternative E should be considered for implementation for school year 2015-2016.

BROOKWOOD FOREST ELEMENTARY CARPOOL MEETING 10-8-14

PROBLEMS:

- South Brookwood Road from the direction of Brookwood Road is blocked daily from approximately 2:40-3:10, making it impassible for through traffic. The left-turn lane is too short to accommodate all the waiting cars.
- From the direction of Brookwood Road before reaching the school, through traffic attempts to cross the double yellow line and pass on the left, risking head-on collisions and putting themselves, children and other drivers at risk. (No Passing Zone with Limited Sight Distance)
- Through traffic also attempts to pass on the right, risking striking walking children
- From the direction of Overton Road, cars are also passing (although sight distance is much better), and drivers often pass through the stop sign in their hurry to get around the stopped traffic.

PRIOR ATTEMPTS TO RESOLVE THE PROBLEMS:

1. Carpool Procedures Redesign
Result: Parents are still blocking the road.
Problem with this approach: There's just not enough space on-property to accommodate all of the cars. Additionally, when we are frantically rushing children into cars in an effort to move the line more quickly, we increase the risk of accidents.

2. Police Intervention
Blinking signs were placed, but instructed parents not to block the road, rather than clarifying the area as a No Passing Zone. Parents were threatened with tickets. Uncertain if any drivers passing on the left were ticketed.
Result: Parents are still blocking the road, cars are still passing on the left, and the hazardous situation still exists, posing a continued danger to anyone on this section of South Brookwood Road during carpool hours. Parents are afraid to request police assistance again for fear of being ticketed while trying to pick up their children from school.
Problem with this approach: If parents are not allowed to queue up for the left-turn lane as they would on any other road anywhere but are forced to keep moving, more traffic will be driven through up to 3 intersections where children are crossing on foot: across South Brookwood from the school, at Brookwood Trace, and at South Brookwood and Overton, thereby increasing the risk to the walkers.

3. Public Shaming of Reckless Drivers on Social Media
Result: A lot of uproar, with no discernible reduction in the incidence of offenders.
Problem with this approach: Its only benefit is catharsis. Drivers who break the law and don't get tickets don't change their behaviors. Eventually, the shock value wears off and people become apathetic.

4. Homemade Traffic Delay Signs at the Top of South Brookwood
Result: Unclear.
Problem with this approach: Some drivers who passed on the left stated they did not see the signs. They are not very visible, and have no flashing lights or "official appearance" to draw attention.

5. Volunteer Parent Traffic Control
Result: Visible presence seemed to discourage through traffic from attempting to pass.
Problem with this approach: Lack of parent volunteers and potential danger to inexperienced volunteers.

APPENDIX 1

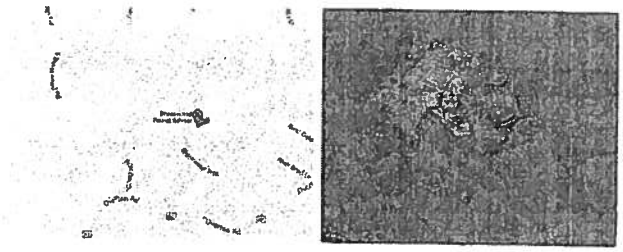
Appendix A

Brookwood Forest Carpool Meeting Notes
October 8, 2014

BROOKWOOD FOREST ELEMENTARY CARPOOL MEETING 10-8-14

POSSIBLE SOLUTIONS:

- Signage clarifying the area as a No Passing Zone-- include flashing lights.
- Signage requesting no through traffic during carpool hours-- include flashing lights.
- Request parents not to queue up for afternoon carpool until 2:55 or 3:00 if possible.
- Remind parents to not enter front carpool from the direction of Overton Road, which prevents parents from the direction of Brookwood Road from turning in, further increasing the delay on South Brookwood Road. Instruct the crossing guard to enforce this.
- Police patrol to ticket reckless drivers who disregard the safety of our children, families and community members.
- Police patrol (or teachers or parents, if appropriate) to help direct traffic so that through traffic may pass safely.
- A new drive paved somewhere on school property to be used as a carpool lane (and overflow parking for special events) to help alleviate the backup on South Brookwood Road.
- Widen the road to allow for a longer left turn lane.
- Install more guardrails to keep walking children safe.



Appendix B

2006 Skipper Consulting Recommendations
Brookwood Forest Elementary School

Brookwood Forrest Elementary School
Mountain Brook, Alabama

Traffic Circulation Improvement Alternatives – Lower Access

1. Widen lower driveway to school to provide two inbound lanes and one outbound lane. This would allow for all observed storage to occur on the school access and not South Brookwood Road.

   Approximate Cost Range (including engineering): $50,000 - $65,000.

2. Construct a right turn deceleration lane on South Brookwood Road at the approach to the lower school access. This lane is assumed to be 250 feet which would fall short of the peak storage needs for afternoon school pick-up, but would not extend in front of the houses on South Brookwood Road.

   Approximate Cost Range (including engineering): $30,000 - $40,000.

Traffic Circulation Improvement Alternatives – Upper Access

3. Modify on-site traffic circulation for afternoon pick-up at the upper school access via striping and channelization. This would include utilizing the parking lot for additional storage and striping a cul-de-sac north of the gymnasium.

   Approximately Cost Range (including engineering): $1,500 - $2,500.

4. Construct a traffic circle on South Brookwood Road at the lower access and construct a right turn deceleration lane on South Brookwood School approaching the upper school access. This would require traffic to pass the school, u-turn at the traffic circle, and store in the right-turn lane adjacent to the school.

   Approximate Cost Range (including engineering): $90,000 - $120,000.

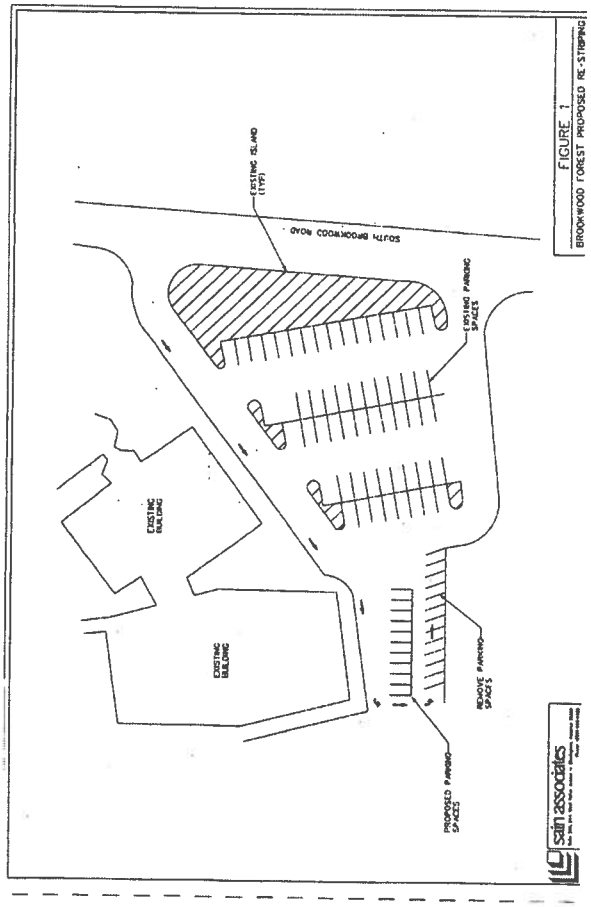
5. Extend the existing left turn lane on South Brookwood Road to the west approximately 500 feet. This would provide off-site storage for the peak queues experienced during the afternoon pick-up period.

   Approximate Cost Range: ????

Note: Observations during the morning peak hour indicate the adequate storage is available at each access. The problems with inadequate storage primarily occur during the afternoon pick-up periods.

Appendix C

2005 Sain Associates Recommendations
Brookwood Forest Elementary School



APPENDIX 1

Appendix D

Existing Turning Movement Traffic Counts

TRAFFIC DATA, LLC
1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

Mountain Brook, AL

File Name : mbrook04
Site Code : 00000000
Start Date : 10/29/2014
Page No : 1

Groups Printed- 1 - Unshifted

	BROOKWOOD RD Southbound			(01) BROOKWOOD FOREST ELEM Westbound			BROOKWOOD RD Northbound			
Start Time	Left	Thru	Peds	Left	Right	Peds	Thru	Right	Peds	Int. Total
02:30 PM	18	21	0	0	0	0	17	15	0	61
02:45 PM	5	9	0	0	0	0	12	8	45	78
Total	18	27	0	0	0	0	29	23	45	139
03:00 PM	51	36	0	0	0	0	34	3	21	145
03:15 PM	3	26	0	0	0	0	23	6	0	58
Total	54	62	0	0	0	0	57	9	21	203
07:15 AM	18	26	0	0	0	0	16	11	0	71
07:30 AM	71	84	0	0	0	0	33	10	6	193
07:45 AM	54	63	0	0	0	0	36	18	8	197
Total	144	173	0	0	0	0	85	45	14	461
08:00 AM	2	20	0	0	0	0	18	5	0	42
Grand Total	215	242	0	0	0	0	186	82	80	845
Apprch %	43.3	56.7	0.0	0.0	0.0	0.0	53.4	23.6	23.0	
Total %	25.4	33.4	0.0	0.0	0.0	0.0	22.0	9.7	9.6	

TRAFFIC DATA, LLC
1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

Mountain Brook, AL

File Name : mbrook02
Site Code : 00000000
Start Date : 10/29/2014
Page No : 1

Groups Printed- Unshifted

	S BROOKWOOD RD Southbound				LOWER ADCOCK RD Westbound				S BROOKWOOD RD Northbound				BROOKWOOD TRACE Eastbound				
Start Time	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Int. Total
02:30 PM	1	17	2	0	1	0	6	0	7	30	18	0	1	0	2	0	85
02:45 PM	0	8	1	0	19	0	7	3	7	10	19	1	0	0	0	1	68
Total	1	25	3	0	20	0	7	3	14	40	37	1	1	0	10	1	153
03:00 PM	2	33	1	2	37	2	14	0	3	10	16	0	6	0	3	0	128
03:15 PM	0	26	3	0	3	0	8	0	1	20	1	0	3	0	1	0	65
Total	2	59	4	2	40	2	22	0	4	30	17	0	7	0	4	0	193
07:15 AM	4	24	0	0	6	0	3	0	0	30	16	0	1	0	2	0	86
07:30 AM	28	42	0	0	37	0	22	0	0	29	61	2	3	0	3	0	216
07:45 AM	24	48	1	0	43	1	20	0	1	24	26	0	0	1	0	0	200
Total	57	115	1	0	86	1	45	0	1	83	103	2	4	1	5	0	504
08:00 AM	1	19	0	0	0	0	0	0	4	18	0	0	1	0	0	0	43
Grand Total	61	218	8	10	148	3	74	3	22	177	157	3	19	1	19	1	923
Apprch %	20.5	73.4	2.7	3.4	64.6	1.3	32.7	1.3	6.4	48.2	43.6	0.8	47.5	2.5	47.5	2.5	
Total %	6.6	23.6	0.9	1.1	16.0	0.3	8.0	0.3	2.5	19.2	17.0	0.3	2.1	0.1	2.1	0.1	

TRAFFIC DATA, LLC
1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

Mountain Brook, AL

File Name : mbrook03
Site Code : 00000000
Start Date : 10/28/2014
Page No : 1

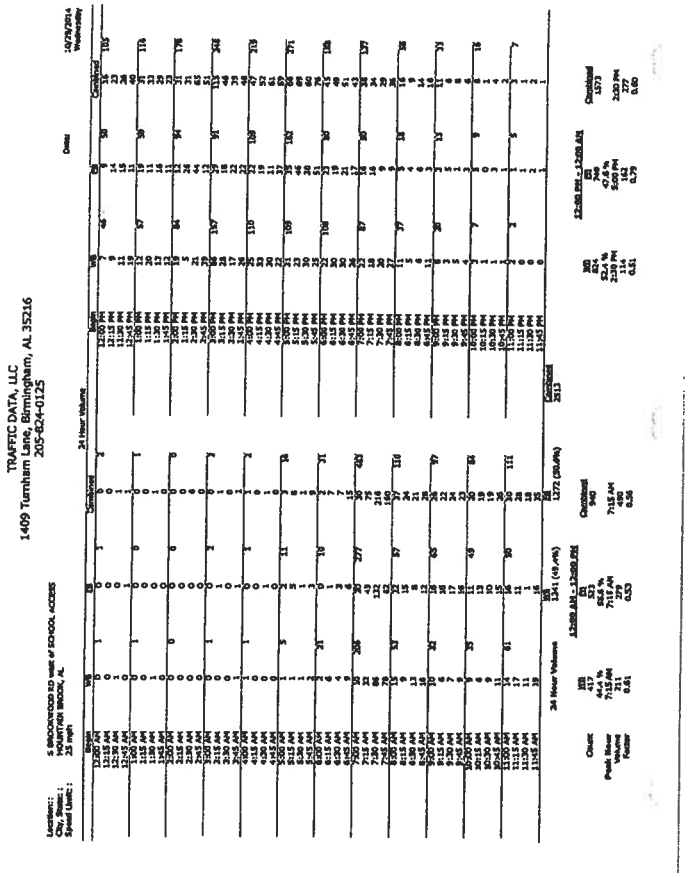
Groups Printed- 1 - Unshifted

	BROOKWOOD RD Southbound			(05) BROOKWOOD FOREST ELEM Westbound			BROOKWOOD RD Northbound			
Start Time	Left	Thru	Peds	Left	Right	Peds	Thru	Right	Peds	Int. Total
02:30 PM	0	31	0	3	5	0	10	0	1	48
02:45 PM	0	4	0	8	14	0	12	0	0	35
Total	0	35	0	8	17	0	22	0	1	83
03:00 PM	0	53	0	17	59	0	31	0	0	160
03:15 PM	0	22	0	6	4	0	14	0	0	46
Total	0	75	0	23	63	0	45	0	0	206
07:15 AM	0	71	0	13	27	0	26	0	0	137
07:30 AM	0	159	0	25	79	0	40	0	0	300
07:45 AM	0	28	0	0	15	0	17	0	0	64
Total	0	258	0	44	121	0	83	0	0	501
08:00 AM	0	31	0	2	1	0	10	0	0	34
Grand Total	0	384	0	77	202	0	180	0	1	824
Apprch %	0.0	100.0	0.0	27.6	72.4	0.0	89.4	0.0	0.5	
Total %	0.0	46.6	0.0	9.3	24.5	0.0	19.4	0.0	0.1	

APPENDIX 1

Appendix E

Existing Machine Traffic Counts



APPENDIX 1

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: S BROOKWOOD RD north of OVERTON RD
City, State: MOUNTAIN BROOK, AL
Speed Limit: 25 mph

Date: 10/29/2014 Wednesday

24 Hour Speed
Combined Channels

mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200
12:00 AM	2	0	0	1	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	0	1	0	2	0	0	0	0	0	0	0	0
4:00 AM	8	0	0	4	4	0	0	0	0	0	0	0	0	0
5:00 AM	19	0	0	8	11	0	0	0	0	0	0	0	0	0
6:00 AM	37	0	0	31	30	6	0	0	0	0	0	0	0	0
7:00 AM	348	7	22	107	186	43	0	0	0	0	0	0	0	0
8:00 AM	132	0	2	34	73	32	1	0	0	0	0	0	0	0
9:00 AM	109	0	0	9	55	41	3	1	0	0	0	0	0	0
10:00 AM	101	0	3	6	53	35	3	1	0	0	0	0	0	0
11:00 AM	120	0	4	19	62	30	5	0	0	0	0	0	0	0
12:00 PM	125	0	2	10	67	41	5	0	0	0	0	0	0	0
1:00 PM	115	0	1	20	64	29	1	0	0	0	0	0	0	0
2:00 PM	218	13	12	68	90	33	3	0	0	0	0	0	0	0
3:00 PM	240	0	4	47	119	68	2	0	0	0	0	0	0	0
4:00 PM	237	0	1	34	132	67	1	0	0	0	0	0	0	0
5:00 PM	247	0	0	34	135	74	4	0	0	0	0	0	0	0
6:00 PM	216	0	10	34	109	62	1	0	0	0	0	0	0	0
7:00 PM	139	0	3	23	78	31	4	0	0	0	0	0	0	0
8:00 PM	89	0	1	6	31	18	2	1	0	0	0	0	0	0
9:00 PM	37	0	0	6	21	9	1	0	0	0	0	0	0	0
10:00 PM	17	0	0	2	9	6	0	0	0	0	0	0	0	0
11:00 PM	6	0	0	0	2	4	0	0	0	0	0	0	0	0
Total	2537	20	68	478	1354	631	36	3	0	0	0	0	0	0
%		0.8	2.7	18.8	53.4	24.9	1.4	0.1	0.0	0.0	0.0	0.0	0.0	0.0

Percentile Speeds (mph)	10 % 22.9	15 % 24.0	50 % 28.1	85 % 31.7	90 % 32.4

10 mph Pace Speed 23.3 - 33.3
Number in Pace 2159 (84.4 %)

Average 27.6 mph
Minimum 5.6 mph
Maximum 40.3 mph

Speeds Exceeded	15 mph	25 mph	35 mph
	99.2 %	78.0 %	1.5 %
Count	2537	1994	39

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: S BROOKWOOD RD north of OVERTON RD
City, State: MOUNTAIN BROOK, AL
Speed Limit: 25 mph

Date: 10/29/2014 Wednesday

24 Hour Volume

Begin	NB		SB		Combined		Begin	NB		SB		Combined	
12:00 AM	0	1	0	1	0	2	12:00 PM	11	40	11	83	22	123
12:15 AM	0		0		0		12:15 PM	10		14		24	
12:30 AM	1		0		1		12:30 PM	18		17		35	
12:45 AM	0		1		1		12:45 PM	21		23		44	
1:00 AM	0	1	0	0	0	1	1:00 PM	14	58	20	57	34	115
1:15 AM	0		0		0		1:15 PM	19		13		32	
1:30 AM	1		0		1		1:30 PM	10		18		28	
1:45 AM	0		0		0		1:45 PM	15		6		21	
2:00 AM	0	0	0	0	0	0	2:00 PM	34	122	12	67	46	189
2:15 AM	0		0		0		2:15 PM	23		21		44	
2:30 AM	0		0		0		2:30 PM	63		19		82	
2:45 AM	0		0		0		2:45 PM	32		25		57	
3:00 AM	0	1	0	2	0	3	3:00 PM	30	88	70	134	100	222
3:15 AM	0		0		0		3:15 PM	22		30		52	
3:30 AM	1		1		2		3:30 PM	30		38		68	
3:45 AM	0		1		1		3:45 PM	26		36		62	
4:00 AM	2	4	0	4	2	8	4:00 PM	29	126	21	112	50	237
4:15 AM	0		1		1		4:15 PM	29		28		54	
4:30 AM	2		2		4		4:30 PM	33		34		67	
4:45 AM	0		1		1		4:45 PM	34		30		64	
5:00 AM	2	12	2	7	4	19	5:00 PM	32	122	17	126	49	247
5:15 AM	5		2		7		5:15 PM	38		30		68	
5:30 AM	3		1		4		5:30 PM	27		31		58	
5:45 AM	2		2		4		5:45 PM	25		47		72	
6:00 AM	3	20	0	17	3	37	6:00 PM	27	97	30	119	57	216
6:15 AM	2		2		5		6:15 PM	27		24		51	
6:30 AM	2		9		11		6:30 PM	18		35		53	
6:45 AM	13		5		18		6:45 PM	25		30		55	
7:00 AM	14	164	18	164	32	328	7:00 PM	23	78	18	61	41	139
7:15 AM	49		25		74		7:15 PM	14		13		27	
7:30 AM	81		69		150		7:30 PM	24		11		35	
7:45 AM	40		72		112		7:45 PM	33		21		54	
8:00 AM	30	65	22	67	52	132	8:00 PM	10	36	7	21	17	57
8:15 AM	13		16		29		8:15 PM	5		4		9	
8:30 AM	17		15		32		8:30 PM	10		7		17	
8:45 AM	15		14		29		8:45 PM	11		5		16	
9:00 AM	34	34	21	75	55	109	9:00 PM	9	23	4	14	13	37
9:15 AM	4		17		21		9:15 PM	2		4		6	
9:30 AM	8		20		28		9:30 PM	6		3		9	
9:45 AM	8		17		25		9:45 PM	6		3		9	
10:00 AM	11	44	14	57	25	101	10:00 PM	3	7	5	10	8	17
10:15 AM	8		18		26		10:15 PM	1		0		1	
10:30 AM	13		11		24		10:30 PM	2		4		6	
10:45 AM	12		16		28		10:45 PM	1		1		2	
11:00 AM	15	60	18	63	33	123	11:00 PM	2	2	1	4	3	6
11:15 AM	15		13		32		11:15 PM	0		1		1	
11:30 AM	15		6		21		11:30 PM	0		2		2	
11:45 AM	18		16		34		11:45 PM	0		0		0	
24 Hour Volume			NB 1261 (49.3%)		SB 1296 (50.7%)		Combined 2557						

	NB	12:00 AM - 12:00 PM SB	Combined		NB	12:00 PM - 12:00 AM SB	Combined
Count	433	467	900		828	829	1657
Peak Hour	48.1 %	51.8 %			50.0 %	50.0 %	
	7:15 AM	7:15 AM	7:15 AM		4:30 PM	2:45 PM	2:30 PM
Volume	190	188	378		137	163	281
Factor	0.59	0.65	0.63		0.90	0.58	0.78

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: S BROOKWOOD RD north of OVERTON RD
City, State: MOUNTAIN BROOK, AL
Speed Limit: 25 mph

Date: 10/29/2014 Wednesday

24 Hour Vehicle Classification
Combined Channels

Time	Total	Bike	Cars & Trailer	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
12:00 AM	2	0	1	2	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	8	0	4	0	0	0	4	0	0	0	0	0	0	0
5:00 AM	19	0	17	2	0	0	0	0	0	0	0	0	0	0
6:00 AM	37	0	30	6	0	1	0	0	0	0	0	0	0	0
7:00 AM	348	1	270	88	3	4	0	0	1	0	0	1	0	0
8:00 AM	132	0	97	31	0	4	0	0	0	0	0	0	0	0
9:00 AM	109	0	86	18	0	5	0	0	0	0	0	0	0	0
10:00 AM	101	0	79	19	0	3	0	0	0	0	0	0	0	0
11:00 AM	120	0	80	34	3	3	0	0	0	0	0	0	0	0
12:00 PM	125	0	94	26	1	4	0	0	0	0	0	0	0	0
1:00 PM	115	0	81	28	2	4	0	0	1	0	0	0	0	0
2:00 PM	218	1	151	58	3	4	0	0	2	0	0	0	0	0
3:00 PM	240	0	180	58	0	2	0	0	0	0	0	0	0	0
4:00 PM	237	0	176	58	0	3	0	0	0	0	0	0	0	0
5:00 PM	247	0	191	53	0	3	0	0	0	0	0	0	0	0
6:00 PM	216	0	165	47	0	3	0	0	1	0	0	0	0	0
7:00 PM	139	0	109	27	0	3	0	0	0	0	0	0	0	0
8:00 PM	89	0	51	6	0	2	0	0	0	0	0	0	0	0
9:00 PM	37	0	29	7	0	1	0	0	0	0	0	0	0	0
10:00 PM	17	0	14	3	0	0	0	0	0	0	0	0	0	0
11:00 PM	6	0	6	0	0	0	0	0	0	0	0	0	0	0
Total	2557	2	1915	570	9	51	4	0	5	0	0	1	0	0
%		0.1	74.9	22.3	0.4	2.0	0.2	0.0	0.2	0.0	0.0	0.0	0.0	0.0

APPENDIX 1

SKIPPER CONSULTING INC.

Overhill Road at Balmoral Road, Hastings Road, and Laurel Lane
Mountain Brook, Alabama

Traffic Study

Prepared for:

The City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213
Phone (205) 802-2400 Fax (205) 879-6913

Prepared by:

Skipper Consulting, Inc.
3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

January, 2015

ALABAMA REGISTERED No. 20091 PROFESSIONAL ENGINEER RICHARD LYN CROLE

SIGNED
DATE 1/12/15

APPENDIX 2

Introduction

This report documents a study performed for the complex intersection of Overhill Road/Balmoral Road/Hastings Road/Laurel Lane in the City of Mountain Brook. The complexity of the intersection is due to the geometry of the intersecting roads: two triangles with an intersection intermediate between the two triangles. In order to effectively describe the intersections considered in this study, the intersections were assigned letters A-G, as shown in Figure 1.

Figure 1. Study Intersection Key Map

This study was commissioned by the City of Mountain Brook to respond to concerns raised by residents regarding lack of sight distance to exit Laurel Lane onto Overhill Road (Intersection D). In performing a preliminary field review of the concern, it was apparent that this concern was due to not only specific circumstances related to the intersection of Overhill Road at Laurel Lane (Intersection D), but to the extended geometry, traffic control devices, and sight distance issues at other intersections in the two triangles. Therefore, a scope of work was proposed to provide a more comprehensive study of traffic conditions at all intersection within the two triangles.

Existing Traffic Counts

Machine traffic counts on roadways surrounding the intersections were performed for twenty-four continuous hours on Thursday to Friday, December 4 to 5, 2014, by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The traffic count data is included in Appendix A of this report. The 24 hour, a.m. peak hour, and p.m. peak hour traffic counts are shown in Figures 2 and 3.

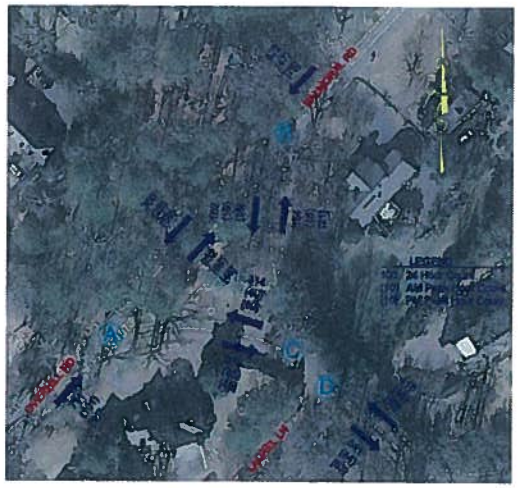


Figure 2. Existing Traffic Counts (Intersections A-D)

Figure 3. Existing Traffic Counts (Intersections E-G)

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

Existing Traffic Control

The traffic control devices used on each approach to the intersection vary by location. An inventory of existing traffic control devices is shown in Figure 4.

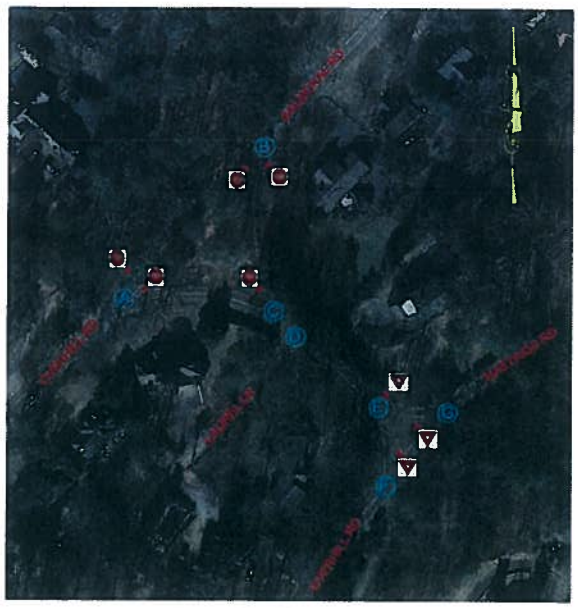


Figure 4. Existing Traffic Control Devices

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

Apparent Traffic Control Conflicts

In reviewing the existing traffic control, it appears that there may be a perceived conflict in rights-of-way between two movements at intersection E. A perceived conflict occur where two (or more) vehicles might appear to both have right-of-way due to intersection geometry and lack of traffic control. This perceived conflict in who has right-of-way is illustrated in Figure 5. The recommendations included in a later section of this report include proposed measures to eliminate this perceived conflict.

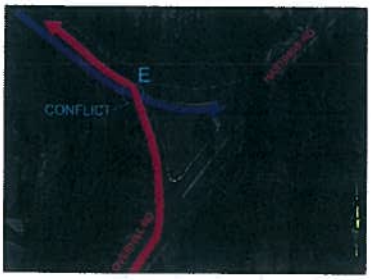


Figure 5. Perceived Right-of-Way Conflict

APPENDIX 2

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

Existing Intersection Sight Distance

Sight distance measurements were made for all movements at each of the seven intersections for all movements where sight distance of approaching vehicles is required in order to make the desired movement. The minimum required sight distance according to the AASHTO *Policy on the Geometric Design of Highways and Streets* (Green Book) is 240 feet, based on 25 miles per hour. 25 miles per hour is the posted speed limit on the roadways in the area, and is also the 85th percentile speed of traffic on Overhill Road as recorded by the Mountain Brook Police Department. The sight distance measurements are shown on Figures 6 through 12.

Figure 6. Sight Distance – Intersection A

Figure 7. Sight Distance – Intersection B

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

Figure 8. Sight Distance – Intersection C

Figure 9. Sight Distance – Intersection D

Figure 10. Sight Distance – Intersection E

Figure 11. Sight Distance – Intersection F

Figure 12. Sight Distance – Intersection G

Recommendations to Correct Sight Distance Deficiencies

In order to mitigate sight distance deficiencies identified in Figures 6 through 12, revisions are needed to two existing traffic control devices (change YIELD signs to STOP signs) and two new traffic control devices would be required (two STOP signs). Also, a STOP sign needed to be added to Laurel Lane to reinforce what is already required by State Law. The proposed recommendations are shown in Figures 13 through 15.

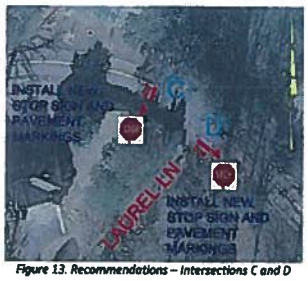


Figure 13. Recommendations – Intersections C and D

Figure 14. Recommendations – Intersection E

APPENDIX 2

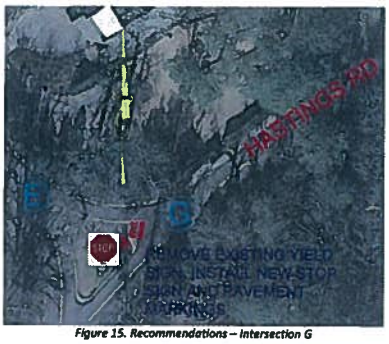


Figure 15. Recommendations – Intersection G

An overall view of the signing which would be in place for the intersections should all the recommendations be implemented in shown in Figure 16.

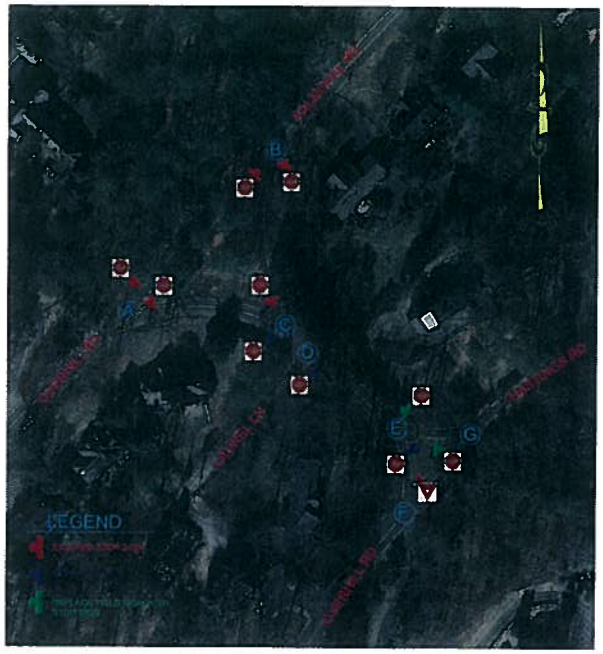


Figure 16. Overall Concept

Other Sight Distance Issues

Implementation of the proposed recommendations in Figures 13 through 15 will mitigate sight distance deficiencies related to vehicles being able to see approaching conflicting vehicles in enough time to make safe maneuvers. However, there are two other sight distance issues related to vehicles being able to see an object (such as a pedestrian) on the side of the roadway due to obstructions caused by vegetation immediately behind the gutter.

The first issue is for vehicles which make a right turn from Hastings Road onto Overhill Road (from Intersection G to Intersection E). This is illustrated in Figure 17.

The second issue is for vehicles which make a right turn from Overhill Drive onto Balmoral Road (from Intersection C to Intersection B). This is illustrated in Figure 18.

The only reasonable method to mitigate these sight distance issues is to remove the existing vegetation to the point where the sight lines are clear. A clear sight line of 240 feet is desirable. It is evident that the vegetation which needs to be removed is largely on the right-of-way. However, it is also evident that the vegetation to be removed is both ornamental and used for screening. It would be prudent for the City of Mountain Brook to contact the property owners at these two locations and discuss the possibility of removing or trimming back the vegetation in order to improve these sight lines.

Figure 17. Sight Distance Issue Due to Vegetation

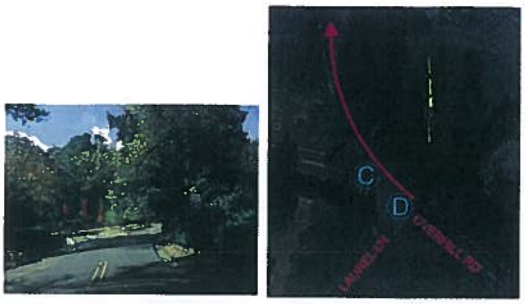
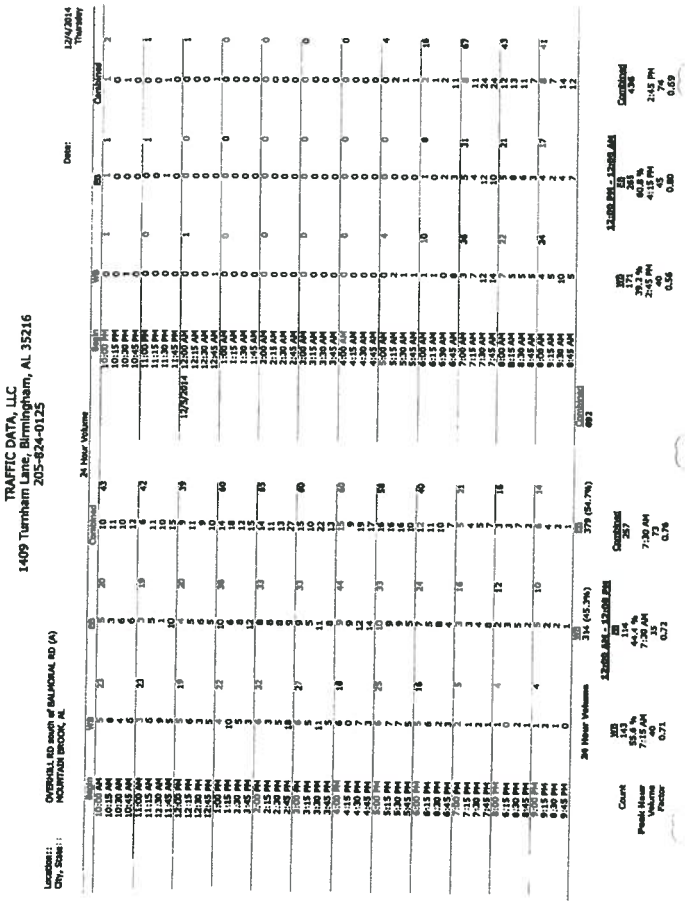


Figure 18. Sight Distance Issue Due to Vegetation

APPENDIX 2

Appendix A

Existing Traffic Counts



TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: OVERHILL RD south of BALMORAL RD (A)
City, State: MOUNTAIN BROOK, AL

Date: 12/4/2014 Thursday

24 Hour Volume

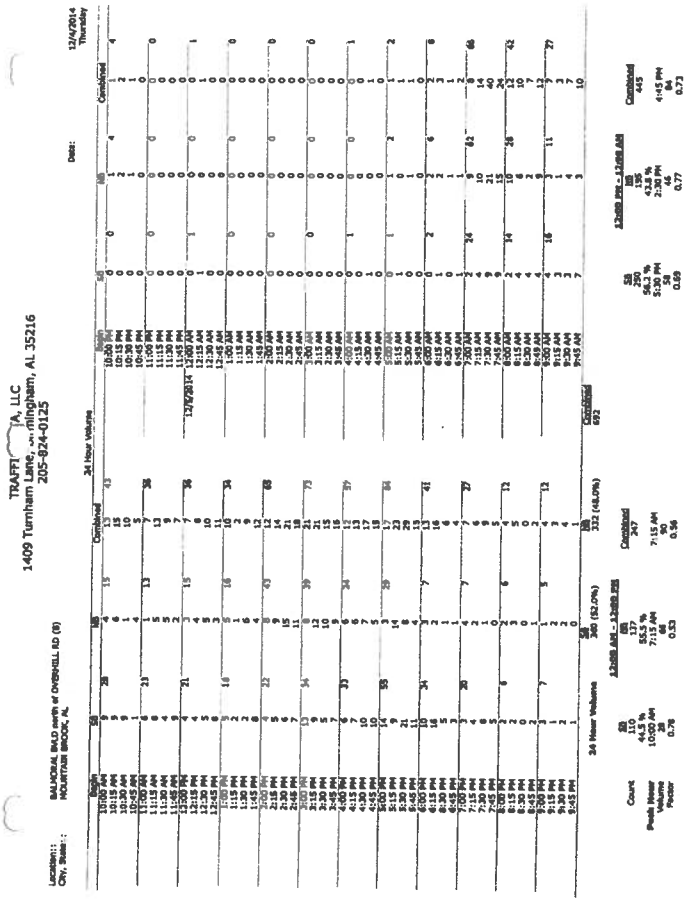
Begin	WB	EB	Combined
10:00 AM	5	20	25
10:15 AM	8	2	10
10:30 AM	4	6	10
10:45 AM	6	6	12
11:00 AM	23	19	42
11:15 AM	5	5	10
11:30 AM	5	10	15
11:45 AM	19	20	39
12:00 PM	11	11	22
12:15 PM	5	5	10
12:30 PM	22	38	60
12:45 PM	10	4	14
1:00 PM	6	12	18
1:15 PM	12	13	25
1:30 PM	13	20	33
1:45 PM	32	33	65
2:00 PM	8	6	14
2:15 PM	8	3	11
2:30 PM	8	19	27
2:45 PM	6	9	15
3:00 PM	27	33	60
3:15 PM	5	10	15
3:30 PM	11	11	22
3:45 PM	5	8	13
4:00 PM	18	44	62
4:15 PM	6	9	15
4:30 PM	7	12	19
4:45 PM	3	14	17
5:00 PM	25	33	58
5:15 PM	7	9	16
5:30 PM	7	9	16
5:45 PM	5	7	12
6:00 PM	18	24	42
6:15 PM	3	8	11
6:30 PM	2	8	10
6:45 PM	2	5	7
7:00 PM	5	16	21
7:15 PM	1	3	4
7:30 PM	1	4	5
7:45 PM	1	6	7
8:00 PM	4	12	16
8:15 PM	1	3	4
8:30 PM	2	5	7
8:45 PM	1	2	3
9:00 PM	4	10	14
9:15 PM	1	2	3
9:30 PM	1	2	3
9:45 PM	0	1	1
Combined	315	379 (54.7%)	694

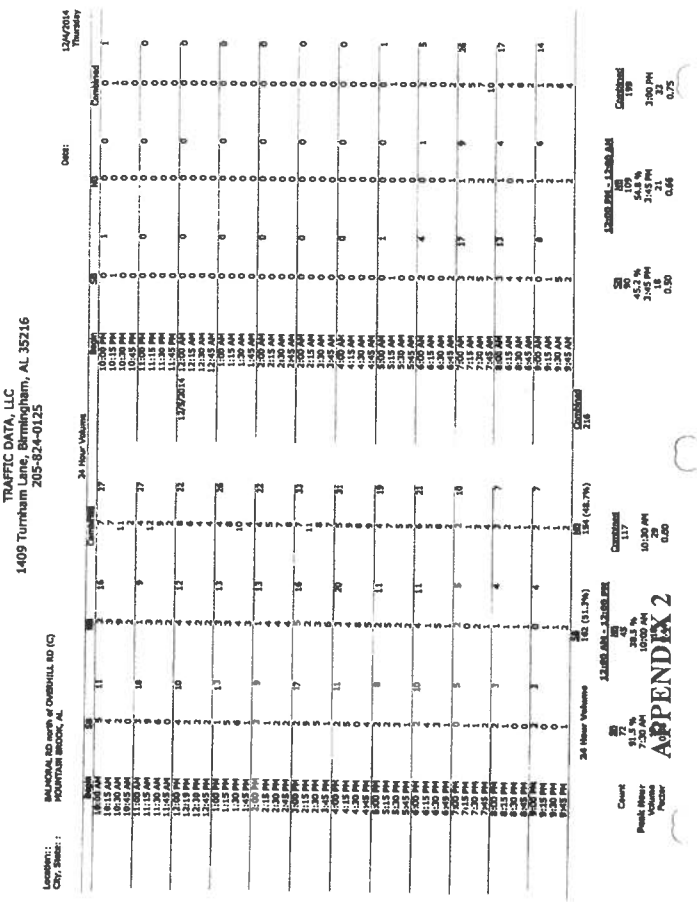
24 Hour Volume

	WB	EB	Combined
Count	343	314 (45.3%)	657
Peak Hour Volume	84	114	267
Peak Hour Factor	7:15 AM 40 0.71	4:45 PM 33 0.73	7:30 AM 72 0.76

12:00 AM - 12:00 AM

	WB	EB	Combined
Count	171	221	392
Peak Hour Volume	39.2 %	60.8 %	4.96
Peak Hour Factor	2:45 PM 40 0.56	4:15 PM 45 0.80	2:45 PM 74 0.69





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TRAFFIC DATA, LLC 205-824-0125

Location: OVERHILL RD south of HASTINGS RD (D)
Count Interval: 15 minutes
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	NorthBound Volume	SouthBound Volume	Total Volume
10:00 - 10:14	7	6	13
10:15 - 10:29	6	6	12
10:30 - 10:44	9	3	12
10:45 - 10:59	3	1	4
Hour Total	25	16	41
11:00 - 11:14	2	4	6
11:15 - 11:29	4	7	11
11:30 - 11:44	6	6	12
11:45 - 11:59	4	7	11
Hour Total	16	24	40
12:00 - 12:14	8	6	14
12:15 - 12:29	4	2	6
12:30 - 12:44	7	4	11
12:45 - 12:59	3	4	7
Hour Total	22	16	38
13:00 - 13:14	6	4	10
13:15 - 13:29	7	9	16
13:30 - 13:44	5	10	15
13:45 - 13:59	5	7	12
Hour Total	23	30	53
14:00 - 14:14	7	11	18
14:15 - 14:29	6	4	10
14:30 - 14:44	5	8	13
14:45 - 14:59	19	6	25
Hour Total	37	29	66
15:00 - 15:14	8	7	15
15:15 - 15:29	2	6	8
15:30 - 15:44	9	12	21
15:45 - 15:59	7	8	15
Hour Total	26	33	59
16:00 - 16:14	4	5	9
16:15 - 16:29	2	7	9
16:30 - 16:44	7	4	11
16:45 - 16:59	5	10	15
Hour Total	18	26	44
17:00 - 17:14	6	8	14
17:15 - 17:29	8	6	14
17:30 - 17:44	7	7	14

MicroCounts da!
Page 2 C:\TDDA1014\WBROOK20.DAI

Location: OVERHILL RD south of HASTINGS RD (D)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	NorthBound Volume	SouthBound Volume	Total Volume
17:45 - 17:59	6	3	9
Hour Total	27	24	51
18:00 - 18:14	5	5	10
18:15 - 18:29	4	7	11
18:30 - 18:44	5	3	8
18:45 - 18:59	3	4	7
Hour Total	17	19	36
19:00 - 19:14	2	4	6
19:15 - 19:29	1	1	2
19:30 - 19:44	2	2	4
19:45 - 19:59	0	6	6
Hour Total	5	13	18
20:00 - 20:14	3	3	6
20:15 - 20:29	2	3	5
20:30 - 20:44	1	2	3
20:45 - 20:59	2	1	3
Hour Total	8	9	17
21:00 - 21:14	0	3	3
21:15 - 21:29	2	1	3
21:30 - 21:44	1	1	2
21:45 - 21:59	2	0	2
Hour Total	5	5	10
22:00 - 22:14	0	0	0
22:15 - 22:29	0	1	1
22:30 - 22:44	2	0	2
23:45 - 22:59	0	0	0
Hour Total	2	1	3
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	0	0	0
23:45 - 23:59	0	0	0
Hour Total	0	0	0
Mid - 12:14	0	0	0
12:15 - 12:29	0	0	0
12:30 - 12:44	0	0	0
12:45 - 12:59	1	0	1
Hour Total	1	0	1
1:00 - 1:14	0	0	0
1:15 - 1:29	0	0	0
1:30 - 1:44	0	0	0
1:45 - 1:59	0	0	0
Hour Total	0	0	0
2:00 - 2:14	0	0	0
2:15 - 2:29	0	0	0
2:30 - 2:44	0	0	0
2:45 - 2:59	0	0	0
Hour Total	0	0	0

APPENDIX 2

MicroCounts
Page 3 dai
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Location: OVERHILL RD south of HASTINGS RD (D)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	NorthBound Volume	SouthBound Volume	Total Volume
3:00 - 3:14	0	0	0
3:15 - 3:29	0	0	0
3:30 - 3:44	0	0	0
3:45 - 3:59	0	0	0
Hour Total	0	0	0
4:00 - 4:14	0	0	0
4:15 - 4:29	0	0	0
4:30 - 4:44	0	0	0
4:45 - 4:59	0	0	0
Hour Total	0	0	0
5:00 - 5:14	0	0	0
5:15 - 5:29	0	1	1
5:30 - 5:44	0	0	0
5:45 - 5:59	0	0	0
Hour Total	0	1	1
6:00 - 6:14	0	2	2
6:15 - 6:29	1	0	1
6:30 - 6:44	0	1	1
6:45 - 6:59	3	3	6
Hour Total	4	6	10
7:00 - 7:14	3	4	7
7:15 - 7:29	2	3	5
7:30 - 7:44	4	5	9
7:45 - 7:59	10	11	21
Hour Total	19	23	42
8:00 - 8:14	5	7	12
8:15 - 8:29	1	7	8
8:30 - 8:44	3	6	9
8:45 - 8:59	4	3	7
Hour Total	13	23	36
9:00 - 9:14	5	3	8
9:15 - 9:29	8	3	11
9:30 - 9:44	6	9	15
9:45 - 9:59	7	5	12
Hour Total	26	20	46
ADT :	294	318	612
AM Peak Time :	9:45-10:45	7:45- 8:45	9:30-10:30
AM Peak Volume:	29	31	52
PM Peak Time :	14:15-15:15	13:15-14:15	14:45-15:45
PM Peak Volume:	38	37	69

MicroCounts dai
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TRAFFIC DATA, LLC 205-824-0125

Location: HASTINGS RD east of OVERHILL RD (E)
Count Interval: 15 minutes
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	EastBound Volume	WestBound Volume	Total Volume
10:00 - 10:14	2	2	4
10:15 - 10:29	1	1	2
10:30 - 10:44	3	0	3
10:45 - 10:59	4	0	4
Hour Total	10	3	13
11:00 - 11:14	0	1	1
11:15 - 11:29	6	1	7
11:30 - 11:44	1	6	7
11:45 - 11:59	3	3	6
Hour Total	10	11	21
12:00 - 12:14	0	1	1
12:15 - 12:29	5	2	7
12:30 - 12:44	4	0	4
12:45 - 12:59	3	5	8
Hour Total	12	8	20
13:00 - 13:14	3	0	3
13:15 - 13:29	1	3	4
13:30 - 13:44	2	1	3
13:45 - 13:59	5	1	6
Hour Total	11	5	16
14:00 - 14:14	0	1	1
14:15 - 14:29	3	2	5
14:30 - 14:44	3	1	4
14:45 - 14:59	4	0	4
Hour Total	10	4	14
15:00 - 15:14	5	3	8
15:15 - 15:29	7	3	10
15:30 - 15:44	5	6	11
15:45 - 15:59	4	2	6
Hour Total	21	14	35
16:00 - 16:14	5	4	9
16:15 - 16:29	5	0	5
16:30 - 16:44	6	5	11
16:45 - 16:59	8	2	10
Hour Total	24	11	35
17:00 - 17:14	3	4	7
17:15 - 17:29	3	4	7
17:30 - 17:44	4	2	6

APPENDIX 2

MicroCounts
Page 2 dai
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Location: HASTINGS RD east of OVERHILL RD (E)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	EastBound Volume	WestBound Volume	Total Volume
17:45 - 17:59	4	1	5
Hour Total	14	11	25
18:00 - 18:14	3	2	5
18:15 - 18:29	1	3	4
18:30 - 18:44	6	3	9
18:45 - 18:59	2	0	2
Hour Total	12	8	20
19:00 - 19:14	2	1	3
19:15 - 19:29	2	1	3
19:30 - 19:44	3	1	4
19:45 - 19:59	3	1	4
Hour Total	10	4	14
20:00 - 20:14	2	0	2
20:15 - 20:29	0	0	0
20:30 - 20:44	3	1	4
20:45 - 20:59	0	1	1
Hour Total	5	2	7
21:00 - 21:14	1	0	1
21:15 - 21:29	2	0	2
21:30 - 21:44	1	1	2
21:45 - 21:59	1	0	1
Hour Total	5	1	6
22:00 - 22:14	1	0	1
22:15 - 22:29	0	0	0
22:30 - 22:44	0	0	0
23:45 - 22:59	0	0	0
Hour Total	1	0	1
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	1	0	1
23:45 - 23:59	0	0	0
Hour Total	1	0	1
Mid - 12:14	0	0	0
12:15 - 12:29	0	0	0
12:30 - 12:44	0	0	0
12:45 - 12:59	0	0	0
Hour Total	0	0	0
1:00 - 1:14	0	0	0
1:15 - 1:29	0	0	0
1:30 - 1:44	0	0	0
1:45 - 1:59	0	0	0
Hour Total	0	0	0
2:00 - 2:14	0	0	0
2:15 - 2:29	0	0	0
2:30 - 2:44	0	0	0
2:45 - 2:59	0	0	0
Hour Total	0	0	0

MicroCounts dai
Page 3 C:\TDDAI014\HBROOK15.DAI

Location: HASTINGS RD east of OVERHILL RD (E)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	EastBound Volume	WestBound Volume	Total Volume
3:00 - 3:14	0	0	0
3:15 - 3:29	0	0	0
3:30 - 3:44	0	0	0
3:45 - 3:59	0	0	0
Hour Total	0	0	0
4:00 - 4:14	0	0	0
4:15 - 4:29	0	0	0
4:30 - 4:44	0	0	0
4:45 - 4:59	0	0	0
Hour Total	0	0	0
5:00 - 5:14	0	0	0
5:15 - 5:29	0	2	2
5:30 - 5:44	0	1	1
5:45 - 5:59	0	0	0
Hour Total	0	3	3
6:00 - 6:14	1	1	2
6:15 - 6:29	0	0	0
6:30 - 6:44	1	0	1
6:45 - 6:59	1	3	4
Hour Total	3	4	7
7:00 - 7:14	3	1	4
7:15 - 7:29	3	5	8
7:30 - 7:44	11	7	18
7:45 - 7:59	4	4	8
Hour Total	21	17	38
8:00 - 8:14	3	3	6
8:15 - 8:29	3	4	7
8:30 - 8:44	3	4	7
8:45 - 8:59	0	1	1
Hour Total	9	12	21
9:00 - 9:14	1	1	2
9:15 - 9:29	1	0	1
9:30 - 9:44	3	2	5
9:45 - 9:59	3	1	4
Hour Total	8	4	12
ADT :	187	122	309
AM Peak Time :	7:00- 8:00	7:15- 8:15	7:15- 8:15
AM Peak Volume:	21	19	40
PM Peak Time :	16:00-17:00	15:15-16:15	15:15-16:15
PM Peak Volume:	24	15	36

MicroCounts dat
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TRAFFIC DATA, LLC 205-824-0125

Location: HASTINGS RD north of OVERHILL RD (F)
Count Interval: 15 minutes
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	SouthBound Volume	NorthBound Volume	Total Volume
10:00 - 10:14	0	1	1
10:15 - 10:29	3	2	5
10:30 - 10:44	0	1	1
10:45 - 10:59	0	0	0
Hour Total	3	4	7
11:00 - 11:14	1	0	1
11:15 - 11:29	1	0	1
11:30 - 11:44	0	0	0
11:45 - 11:59	0	0	0
Hour Total	2	0	2
12:00 - 12:14	2	1	3
12:15 - 12:29	2	1	3
12:30 - 12:44	0	0	0
12:45 - 12:59	0	0	0
Hour Total	4	2	6
13:00 - 13:14	2	0	2
13:15 - 13:29	2	0	2
13:30 - 13:44	0	0	0
13:45 - 13:59	1	0	1
Hour Total	5	0	5
14:00 - 14:14	0	2	2
14:15 - 14:29	2	0	2
14:30 - 14:44	1	3	4
14:45 - 14:59	1	3	4
Hour Total	4	8	12
15:00 - 15:14	1	0	1
15:15 - 15:29	0	0	0
15:30 - 15:44	2	0	2
15:45 - 15:59	0	0	0
Hour Total	3	0	3
16:00 - 16:14	0	0	0
16:15 - 16:29	0	0	0
16:30 - 16:44	1	0	1
16:45 - 16:59	1	2	3
Hour Total	2	2	4
17:00 - 17:14	0	0	0
17:15 - 17:29	1	1	2
17:30 - 17:44	0	0	0

MicroCounts dat
Page 2 C:\TDDAI014\WBROOK13.DAI

Location: HASTINGS RD north of OVERHILL RD (F)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	SouthBound Volume	NorthBound Volume	Total Volume
17:45 - 17:59	0	0	0
Hour Total	1	1	2
18:00 - 18:14	0	0	0
18:15 - 18:29	2	0	2
18:30 - 18:44	0	0	0
18:45 - 18:59	0	1	1
Hour Total	2	1	3
19:00 - 19:14	0	0	0
19:15 - 19:29	0	0	0
19:30 - 19:44	1	1	2
19:45 - 19:59	0	0	0
Hour Total	1	1	2
20:00 - 20:14	0	0	0
20:15 - 20:29	0	0	0
20:30 - 20:44	0	1	1
20:45 - 20:59	0	1	1
Hour Total	0	2	2
21:00 - 21:14	1	1	2
21:15 - 21:29	0	0	0
21:30 - 21:44	1	1	2
21:45 - 21:59	0	0	0
Hour Total	2	2	4
22:00 - 22:14	0	1	1
22:15 - 22:29	0	0	0
22:30 - 22:44	0	0	0
23:45 - 22:59	0	0	0
Hour Total	0	1	1
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	0	0	0
23:45 - 23:59	0	0	0
Hour Total	0	0	0
Mid - 12:14	0	0	0
12:15 - 12:29	0	0	0
12:30 - 12:44	0	1	1
12:45 - 12:59	0	0	0
Hour Total	0	1	1
1:00 - 1:14	0	0	0
1:15 - 1:29	0	0	0
1:30 - 1:44	0	0	0
1:45 - 1:59	0	0	0
Hour Total	0	0	0
2:00 - 2:14	0	0	0
2:15 - 2:29	0	0	0
2:30 - 2:44	0	0	0
2:45 - 2:59	0	0	0
Hour Total	0	0	0

APPENDIX 2

MicroCounts dat
Page 3 C:\TDDAI014\WBROOK13.DAI

Location: HASTINGS RD north of OVERHILL RD (F)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	SouthBound Volume	NorthBound Volume	Total Volume
3:00 - 3:14	0	0	0
3:15 - 3:29	0	0	0
3:30 - 3:44	0	0	0
3:45 - 3:59	0	0	0
Hour Total	0	0	0
4:00 - 4:14	0	0	0
4:15 - 4:29	0	0	0
4:30 - 4:44	0	0	0
4:45 - 4:59	0	0	0
Hour Total	0	0	0
5:00 - 5:14	0	0	0
5:15 - 5:29	1	1	2
5:30 - 5:44	0	0	0
5:45 - 5:59	0	0	0
Hour Total	1	1	2
6:00 - 6:14	0	0	0
6:15 - 6:29	0	0	0
6:30 - 6:44	0	0	0
6:45 - 6:59	0	0	0
Hour Total	0	0	0
7:00 - 7:14	0	0	0
7:15 - 7:29	0	1	1
7:30 - 7:44	1	0	1
7:45 - 7:59	0	0	0
Hour Total	1	1	2
8:00 - 8:14	0	0	0
8:15 - 8:29	0	1	1
8:30 - 8:44	1	0	1
8:45 - 8:59	1	0	1
Hour Total	2	1	3
9:00 - 9:14	0	0	0
9:15 - 9:29	0	2	2
9:30 - 9:44	1	1	2
9:45 - 9:59	0	0	0
Hour Total	1	3	4
ADT :	34	31	65
AM Peak Time :	9:30-10:30	9:15-10:15	9:30-10:30
AM Peak Volume:	4	4	8
PM Peak Time :	13:00-14:00	14:00-15:00	14:00-15:00
PM Peak Volume:	5	8	12

PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic study, traffic signal modification design, and other work related to the intersection of Cahaba Road at 21st Avenue South/Fairway Drive (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: 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 its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

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.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee as follows (inclusive of all expenses):

Work Task	Fee
Traffic Study	$3,800.00
Traffic Signal Modification Design	$5,500.00
Total	$9,300.00

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. 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.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades,

insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL		CONSULTANT: SKIPPER CONSULTING INC.	
By:		By:	Darrell B. Skipper
Printed Name:		Printed Name:	Darrell B. Skipper
Title:		Title:	President
Date:		Date:	1/15/15

APPENDIX 3

EXHIBIT "A"
SCOPE OF WORK

The City of Mountain Brook has requested a proposal to perform a traffic study and develop traffic signal modification plans for the intersection of Cahaba Road at 21st Avenue South/Fairway Drive. The need for the study and potential traffic signal modification design comes from two sources:

1. Complaints regarding the left turn from Cahaba Road southbound onto Fairway Drive; and
2. The occupancy by Little Hardware of an existing building on the east side of Cahaba Road. The parking lot access is within the limits of the intersection of Cahaba Road and 21st Avenue South, but is currently provided no signal indication or detection.

It should be noted that the existing traffic signal has a single controller cabinet which controls both intersections of Cahaba Road at 21st Avenue South also Cahaba Road at Fairway Drive, and therefore the two intersections have to be studied and designed jointly.

Traffic Study

The purposes of the traffic study are to:

- Determine if the signal should be modified to provide a protected left turn arrow for Cahaba Road southbound turning onto Fairway Drive
- Determine if the traffic signal should be modified to account for the driveway for Little Hardware
- Determine if there are other traffic conditions which need to be addressed with traffic signal modifications
- If the signal needs to be modified, determine the appropriate signal operating plan and detection needs
- Develop a conceptual sketch plan for the proposed signal modifications
- Estimate the cost of the proposed signal modifications
- Prepare a document of the study results for review and action by the City of Mountain Brook

The Consultant shall perform all required field work to perform a traffic study of the intersections of Cahaba Road at 21st Avenue South and Fairway Drive. This shall include a turning movement traffic count at the intersections from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. The Consultant shall determine the existing levels of service of operation of the intersections using a traffic simulation model. The Consultant shall develop recommendations on whether or not the existing signal needs to be modified and prepare a traffic simulation model to test the proposed modifications. If the signal needs to be modified, the Consultant will determine the appropriate signal operating plan and detection. A schematic sketch of the proposed modifications will be prepared. A cost estimate of the proposed modifications will be prepared. The findings of the study will be documented in a report. This report shall be delivered to the City in .pdf format. The Consultant shall attend a meeting with the City Council to present the findings of the study.

Traffic Signal Modification Design

Traffic signal design efforts for the project will be undertaken using procedures and specifications as established by the City of Mountain Brook. Design efforts would include:

- Traffic signal phasing and timings;
- Research applicable City standards and specifications;
- Determine appropriate traffic signal construction notes;
- Determine traffic signal equipment and installation details; and
- Develop traffic control plans for the construction required in the plan assembly.

The Consultant shall prepare a base map for the traffic signal modification design using aerial photography and field review.

Preliminary traffic signal construction plans will be transmitted to the City for review and comment. It is anticipated a field inspection will be conducted where specifics of the design concept are reviewed by the City and the design team. Upon receipt of comments from the City, the Consultant will make necessary modifications to the construction plans and provide the City with copies of the final construction plans.

Once the final construction plans are transmitted by the Consultant, the selection of a contractor is assumed to be the responsibility of the City. The Consultant would be available to assist the City in cost estimating and bidding efforts for the project.

Services Outside the Scope of Work

Services not included in this scope of work would be undertaken based on the written authorization by the Client. Once additional services are identified, they would be undertaken on a time and materials basis following approval of a scope of work and related labor rates by the City.

Meetings and Work Sessions

The Consultant shall prepare for and attend as many meetings of the Mountain Brook City Council as needed to finalize recommendations and design elements.

Schedule

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the preliminary plans for review by the City, within a period of six (6) calendar weeks following notice to proceed, barring unforseen circumstances outside of the control of the Consultant.

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. – TRAFFIC ENGINEERING SERVICES (OVERHILL, HASTINGS, BALMORAL & LAUREL LN)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. *Definitions.* For purposes of this Addendum, the terms below have the following meanings:

A. *"The City"* refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the "Client."

B. *"The (this) Agreement"* refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

C. *"The Contractor"* refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the "Consultant."

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. *Attorney's Fees; Court Costs; Litigation Expenses.* The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. *Late Payment Charges; Fees; Interest.* The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. *Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.* The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. *Choice of Law; Choice of Venue or Forum.* The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. *Construction of Addendum.* Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. *Independent Contractor.* Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. *Contractor's Insurance Requirements:* For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

.1 Comprehensive General Liability: This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

APPENDIX 3

property damage with a combined single limit of not less than $500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars ($500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars ($1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of Its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. *EXCLUSION OF CONSEQUENTIAL DAMAGES.* THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMTATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK		CONTRACTOR: SKIPPER CONSULTING INC.	
By:		By:	Darrell B. Skipper
Printed Name:		Printed Name:	Darrell B. Skipper
Title:		Title:	President
Date:		Date:	1/15/15

Page 4 of 4

APPENDIX 3

Sam Gaston

From: Jodie Hobson
Sent: Monday, January 19, 2015 11:27 AM
To: gastons@mtnbrook.org
Subject: Traffic Congestion--APPLE Grant

I understand from reading the article in The Reporter, February 2015 edition, that Mtn. Brook has a grant to study up to 80 intersections--not yet identified. The article asked for suggestions to help identify intersections that might be improved to to reduce traffic congestion. Thank you so much for the opportunity to comment on this traffic and for all of your efforts to assist in making our neighborhood a better, safer place.

I have 4 suggestions:
1. **Intersection of Montevallo Road and Church Street.** At the time of peak school drop off of children and in the afternoons for pick up of the children--it is impossible to turn onto Church Street. There is only one lane open on Church Street. The cars (dropping children off/picking up), are parked actually in the road--Church Street. Therefore, no one can turn onto Church Street (either right or left off of Montevallo). I believe it is a state law that a vehicle cannot block a street, but this is done every day (school season) here in Mtn. Brook. The police must see it. Is there no other place(s) for people to park--other than actually in the street? I have to say, it is hard for me to imagine that it would cross my mind to park in a street, blocking the street. Twice a day, every day in school season, no other vehicles can get by--as a practical matter Church Street is made into one lane as a result of the parents being allowed to park on Church Street--blocking it. It is an accident waiting to happen--and with children around. Traffic is backed way up on Montevallo Road --both ways--as a result. One absolutely cannot get through and as a result, many residents are late to appointment, work, etc. There must be something that can be done and studied.

2. **Intersection of Montevallo Road, Leach, and Euclid**. This may or may not be in Mtn. Brook--but it has a HUGE impact on traffic on Montevallo Road in Mtn Brook. It is the intersection of Montevallo, Euclid, and Leach. If one is traveling west on Montevallo Road and comes to that light, there are two lanes on Montevallo Rd.. In one lane, it is marked straight or left. The other lane is marked right turn only. What is happening is that if you are on Montevallo traveling west, and want to continue straight at the intersection--if someone is in front of you, needing to turn left--there is no left hand turn signal on the light. So, one is left to sit at that light--while maybe only one car can turn left. For expediency, MANY people circumvent this, by merely getting in the right hand only turn lane--but they do not turn right--they are passing people --people in the left/straight lane-- on their right. This is against the law to pass on the right of someone. It is an accident waiting to happen, when people are zooming by you on the right--it is not expected --as one can clearly see the intersection lane is marked right turn only--you aren't expecting anyone to pass you on the right--not everyone turns left--some go straight. So, if you are going straight, someone passes on right--it returns to one lane and there are accidents.

3. **Montevallo Road**--there is so much speeding. There are sidewalks, with people walking, jogging, with dogs and children. It is a family neighborhood. People travel so fast down Montevallo--that if anyone made any error--perhaps a person or dog misstepped off the sidewalk into the road--they would be hit. What if a child fell off their bike, or Razor? They

would be hit--as there is NO room for error. Study whatever intersections--but maybe there should be more lights? Police used to patrol Montevallo Road but the last time I called and asked for some relief--as another dog was hit--the policeman told me it does not help to stop speeders--they are not residents but only people passing through, so it does not help. I find that difficult to believe and I fear that the next speeding car will hit a person.

4. **Intersection of Montevallo Road at Mountain Brook Baptist church.** It needs a left hand turn lane, (my humble opinion from observation), but perhaps the study could provide some suggestion to relieve all the congestion and back up at this intersection.

Again, thank you .
Jodie Hobson
3923 Montevallo Road

APPENDIX 4

Sam Gaston

From: Morgan Murphy
Sent: Wednesday, January 21, 2015 11:27 AM
To: Sam Gaston
Cc: David Ennis; Bernard Frei; Piggot Phil; Jim Noles; Chip Welch
Subject: APPLE grant suggestion

Attachments: FairwayDriveStudy.pdf; FairwayStudyRecommendations.pdf

FairwayDriveStudy.pdf (705 KB)... FairwayStudyRecommendations.pd...

Sam:

I'd like to nominate the intersection of Country Club Road, Ridge Drive, and Salisbury (and possibly Montclair) as a candidate for the APPLE grant from the Regional Planning Commission.

You may remember that our neighborhood came to a city counsel meeting in large numbers four years ago to protest the removal of the speed humps, which greatly slow the 4,000 cars that traverse our street daily. At that time, we discovered past recommendations from Sain & Associates that recommended closing Country Club Road to Montclair.

Many of us wished to see that closure study take place, and the need is even greater now as use of our streets as a cut-through will be increasing with the added retail pressure of the nearby Lane Park development. Do you have any suggestions for us improving our odds of being picked up as one of the study recipients?

Best,

Morgan Murphy
3620 Country Club Road

1

APPENDIX 4

Sam Gaston

From: Steve Stine
Sent: Thursday, January 22, 2015 6:39 PM
To: 'Glenos, N. Chris'
Cc: 'Sam Gaston'; 'Steve Boone'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light
Attachments: Franchise Agmt _Jan 22_2015.docx

Chris, I spoke with Mr. Gaston about the amount of the Bond. In the attached January 22 version of the Agreement, Section 8 states that So. Light will post a $90,000 performance bond. Mr. Gaston is going to include this Jan 22 version of the Agreement in the materials that he will provide to the City Councilors for Monday night's meeting.

At Monday night's Pre-Council Meeting, I will advise the City Council that $90K is the amount of the bond suggested by Southern Light to be adequate in light of your client's experience in other markets, and that we have discussed other amounts. Of course, the City Council ultimately will decide if this is the proper amount. As previously mentioned, in setting the amount of the bond, it would be helpful to know the anticipated amounts of Franchise Fees that the City might expect to receive in the near future, and understand the extent to which the installation or construction of So Light's network along, in or under the right of way is likely to disturb the pavement or other improvements thereon. Also, to the extent So Light installs its facilities aerially, there likely will be questions about whether So. Light can commit to co-locating on utility poles that are already in the right of way.

I look forward to seeing you and meeting your clients on Monday evening.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Tuesday, January 13, 2015 9:27 AM
To: 'Glenos, N. Chris'
Cc: 'Sam Gaston'; 'Steve Boone'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Chris, attached is the latest version of the Agreement. The change I have made in 1(g) should address your concern with the language there. As to Section 4 – the Term -, a 20 year initial term is too long for the City; our other franchise agreements are usually 5 years. However, we know your client is making a long-term investment, and believe a 10 year initial term is appropriate. As to Section 8, a $200,000 performance bond is proper. Also, I have not seen a depiction of the current planned facilities route, which we need in order to complete Exhibit A.

Please advise if the Jan 13 version of the Agmt is acceptable, and if your client wants this matter preliminarily presented to the City Council for discussion at its next Pre-Council meeting on Jan. 26.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Friday, January 09, 2015 3:04 PM
To: 'Glenos, N. Chris'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Chris, FYI, I saw the language you added in Section 4 (the Term) and Section 8 (as to the amount of the performance bond) of the Franchise Agmt; I am awaiting feedback from my clients on these matters. We should have an understanding of the terms of the Franchise Agmt that your client will accept before the Agreement is discussed with the City Council at an upcoming Pre-Council Meeting, or approved by the Council.

Steve

From: Glenos, N. Chris [mailto:cglenos@babc.com]
Sent: Friday, January 09, 2015 2:14 PM
To: 'Sam Gaston'; sstine@bishopcolvin.com
Cc: Steve Boone
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Actually, my client tells me that he can make the January 26 meeting work. Will we be on the agenda or will this simply be for Q&A during the Pre-Meeting?

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

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From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Friday, January 09, 2015 8:47 AM
To: Glenos, N. Chris; sstine@bishopcolvin.com
Cc: Steve Boone
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Dates will be February 9th and 23rd.

Sam S.Gaston

City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax

From: Glenos, N. Chris [mailto:cglenos@babc.com]
Sent: Friday, January 09, 2015 8:40 AM
To: 'sstine@bishopcolvin.com'
Cc: 'Steve Boone'; 'Sam Gaston'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Hi Steve,

We have conflicts that will prevent us from attending the January meetings. What are the dates for regular meetings in February? We would like to attend one of those Pre-Council meetings. Will the agreement, once finalized, be voted on at the regular meeting that evening or at a subsequent regular meeting? Thanks

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Monday, January 05, 2015 7:36 PM
To: Glenos, N. Chris
Cc: 'Steve Boone'; 'Sam Gaston'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Chris, I do not know what questions, if any, that the City Council may have about So. Light's application for a Franchise Agreement for its fiber based network. However, it appears that the period that your clients expect to be in Birmingham – the week of January 19-23 – will not correspond with the Mountain Brook City Council meeting schedule for this month.

This month the regular meetings for the Mountain Brook City Council will be Monday, January 12 and Monday, January 26 at 7 pm As I have previously advised So. Light's in-house attorney, Kelly McGriff, the City Council for Mountain Brook has a "Pre-Council Meeting" that usually starts about an hour before the City Council's regular meetings. It is my experience that these Pre-Council meetings are the best time for a party such as Southern Light to make any type of presentation that it would want to make to the City Council in support of its application, and for the City Councilors to pose any questions that they wish ask an applicant like your client. These Pre-Council Meetings are open to the public.

I have the draft document that you sent me on Dec 18, 2014 that shows the changes that So Light is suggesting be made to the Franchise Agreement that I sent So. Light last year. I plan to review So. Light's suggested changes and get back to you this week concerning the Franchise Agreement.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203

Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com

From: Glenos, N. Chris [mailto:cglenos@babc.com]
Sent: Monday, January 05, 2015 11:20 AM
To: 'sstine@bishopcolvin.com'
Subject: RE: Mountain Brook Franchise Agreement

Steve,

My client's COO is planning to be in Birmingham the week of January 19-23 to meet with the Birmingham area municipalities. Can your client meet with us sometime that week?

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Friday, December 19, 2014 3:41 PM
To: Glenos, N. Chris
Subject: RE: Mountain Brook Franchise Agreement

Thanks. I will try to review and get back to you on this before the calendar year ends.

Steve

From: Glenos, N. Chris [mailto:cglenos@babc.com]
Sent: Thursday, December 18, 2014 12:02 PM
To: 'sstine@bishopcolvin.com'
Cc: 'Kelly McGriff'
Subject: FW: Mountain Brook Franchise Agreement

Steve, See our suggested modifications in the attached draft, which are redlined. You are welcome to call me to discuss. Thanks

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Wednesday, November 26, 2014 3:06 PM

To: Glenos, N. Chris; 'Kelly McGriff'
Subject: RE: Mountain Brook Franchise Agreement

I did send the revised route/design of Southern Light's fiber network to the appropriate City officials.

Let me know if the attached Franchise Agreement that I sent Kelly several weeks ago – see attached – is acceptable. If so, I will speak with the City Manager about scheduling a time for Southern Light to make an informational presentation to the City Council.

Thanks.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com

BishopColvin
BISHOP, COLVIN, JOHNSON & KEMP, LLC

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Wednesday, November 12, 2014 11:41 AM
To: 'Glenos, N. Chris'
Subject: RE: Mountain Brook Franchise Agreement

Got it. I will forward this along to the appropriate City representatives.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com

BishopColvin
BISHOP, COLVIN, JOHNSON & KEMP, LLC

From: Glenos, N. Chris [mailto:cglenos@babc.com]
Sent: Wednesday, November 12, 2014 11:36 AM
To: 'sstine@bishopcolvin.com'
Subject: FW: Mountain Brook Franchise Agreement

From: Glenos, N. Chris
Sent: Wednesday, November 12, 2014 11:35 AM
To: 'sstine@bishopcolvin.com'
Cc: Beavers, Jr., Charles A.J.

Subject: FW: Mountain Brook Franchise Agreement

Steve,

Thanks for speaking with us. Attached is the revised, proposed route from Southern Light. I will get with Kelly concerning your revisions to the proposed agreement, and get back to you.

I look forward to working with you.

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

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12/18/14 draft

FRANCHISE AGREEMENT

THIS **FRANCHISE AGREEMENT** (the "Agreement") is made by and between **SOUTHERN LIGHT, LLC**, a limited liability company (hereinafter referred to as the "Company"), and the **CITY OF MOUNTAIN BROOK, ALABAMA**, a municipal corporation (the "City") as of the Effective Date (as defined below). The Company and the City separately may be referenced herein as a "Party," and collectively as "Parties."

RECITALS

WHEREAS, in September 2001 the Alabama Public Service Commission awarded the Company a certificate to provide competitive local exchange telecommunications services in this State;

WHEREAS, the Company is a privately-owned firm that intends to provide various high bandwidth services utilizing a fiber optic line transmission system that the Company will construct, maintain and operate on public rights of way within the City (the "Fiber Optic System" or "System");

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

WHEREAS, the Company's selection of locations for its Fiber Optic System, and its construction and operation of that System along the public rights of way are subject to the advance approval of the City and the exercise of its police powers, and the Company must comply with all laws, codes and regulations that apply to those operations;

WHEREAS, 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;

WHEREAS, the Company will not use the System to provide cable television services, channels, or programming to end users in the City; and

WHEREAS, in accordance with the terms and conditions herein, the City grants the Company a non-exclusive franchise for it to construct, maintain and operate its Fiber Optic System in the City at the locations and in the manner approved in advance by the City.

NOW, THEREFORE, in consideration of the Recitals above, the respective representations, promises, concessions, terms and conditions contained herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

1. **Definitions.** For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

a. "City" means the City of Mountain Brook, Alabama.

b. "Company" means Southern Light, LLC, or any entity that succeeds Southern Light, LLC in accordance with the provisions of this Agreement.

c. "Customer" means any person to whom the Company provides any Telecommunication services to or from, or between locations in the City.

d. "Effective Date" shall mean the first day of the month after the date last executed by a Party below on the Signature Page.

e. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or other right to construct, operate and maintain the Fiber Optic System in and along the ROW at locations requested by the Company in which its intended operations are approved in advance by the City and performed in compliance with applicable laws, codes or regulations, including but not limited to, land use and zoning regulations.

f. "Franchise Fee" means the fee paid by the Company to the City for the privilege of locating, maintaining and operating its Fiber Optic System as various locations in the ROW.

g. "Gross Revenues" shall mean all revenues, in whatever form, that are received or accrued by the Company from any persons, carriers or entities that are not affiliated with it with respect to the receipt, transmission, or distribution of any data, voice, video or other electronic messages in whatever form to or from locations in the City, or between locations in it. This term shall include, but not be limited to, the following:

Deleted: and all persons, carriers or other revenue

Deleted: s

i. All recurring or non-recurring revenues received with respect to the provision of any Telecommunication or other service that utilizes the System;

ii. All recurring or non-recurring contract fees, usage based fees, charges, or consideration of any kind or nature (including without limitation, cash, credits, property, and in-kind contributions) received by the Company in connection with its utilization of the System;

iii. All revenue arising from or attributable to the provision of any equipment that is leased or sold by the Company to its customers in connection with the provision of services.

Gross Revenues do not include the following:

i. uncollectible fees; provided that all or part of uncollectible fees that are written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected;

ii. insufficient funds (returned checks);

iii. late payment fees;

iv. discounts, refunds, and other price adjustments that reduce the amount of compensation received by Company from its customers; or

v. the amounts billed by the Company to its Customers to recover taxes, fees, or surcharges imposed on them in connection with the provision of services, including the Franchise Fee and any other tax, fee or charge of general applicability collected by Company from its customers for pass through to the City or any other governmental entity or agency.

g. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

h. "ROW" or "Rights of Way" means the surface and space above and below any the public rights of way, streets, avenues, highways, roads and dedicated municipal easements within the City's corporate boundaries.

i. "Services" shall mean all services provided by the Company for which it receives compensation from its customers.

j. "System" or "Fiber Optic System" means the system of pipes, transmission lines, meters, equipment and other facilities associated with the construction, maintenance and operation of a fiber-optic transmission line by the Company in the City in accordance with the terms and conditions in this Agreement, which system will be utilized for the purpose of receiving, transmitting or distributing Telecommunications or other electronic messages in whatever form to or from, or between locations in the City.

k. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video or voice), without change in the form or content of the information as sent and received.

2. **Grant of Authority.** Pursuant to the terms, conditions and understandings herein, the City hereby grants to the Company a non-exclusive Franchise to construct, maintain and operate its Fiber Option System on and along the ROW in the City.

The Company agrees and acknowledges the following limitations, conditions and understandings apply with respect to this grant:

(a) The request of the Company to utilize particular locations along the ROW in the City must be approved in advance by the City;

(b) The nature, manner and mode of installing or maintaining any line, cable, equipment or apparatus comprising the System must be approved in advance by the City;

(c) The nature and type of the Company's intended operations along the ROW must comply with applicable laws, codes or regulations.

(d) The Company shall not install, expand or extend the System without first obtaining appropriate permits from the City, and complying with any conditions related to the use of such permits, including burying any underground facilities at depths below the grades of any streets as may be required by the City;

(e) The grant is not exclusive. The City reserves the right to grant the use of the ROW to any other person at any time and for any lawful purpose;

(f) This Agreement shall not be construed to create any rights beyond its express terms, conditions and periods;

(g) In approving any intended Company operations along particular points of the ROW, the City does not represent or warrant to the Company that the City holds title, right or interest in or to the ROW at those points, or that it has the right or authority to grant the Company the right to conduct its intended operations thereon. The Company acknowledges and agrees that it has the burden and responsibility to assess and determine its right to operate in the requested locations in advance of the installatinn of its System. Further, the City does not make any warranty (express or implied) to the Company concerning the sufficiency, condition or appropriateness of the ROW for the uses intended by the Company;

(h) The Company acknowledges that utilities or other persons or entities may hold or claim rights to utilize the same sections of the ROW in which the Company intends to operate, and that the Company exclusively is responsible for designing, planning, coordinating, installing its System and conducting its operations in a manner that does not unduly interfere with the operations of those other entities;

(i) This Agreement shall not be construed to deprive the City of any rights, regulatory or police powers or other privileges under State law which it now has, or may hereafter have, to regulate the use and control of its ROW or provide for the safety and welfare of the public. By granting this Franchise and approving this Agreement, the City does not surrender or to any extent waive, impair or relinquish any of those regulatory powers and rights, or to

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charge reasonable compensation for such use. By entering this Agreement, the Company agrees and acknowledges that all such rights, police or other regulatory powers shall be in full force and effect during its term, that the Franchise granted it hereunder is subject to the exercise by the City of those police powers, and that it will comply with all such existing, applicable laws and ordinances that exist today or hereinafter may be enacted. In the event of any conflict between the provisions of this Agreement and any present or future laws, regulations or ordinances by which the City exercises its police powers, the provisions of those laws, regulations and ordinances shall control and take precedence in resolving the conflict;

(j) The grant of the Franchise herein shall not be construed to convey, bestow, or transfer to Company any title, easement or other permanent property interest in the ROW or other public property in or on which it conducts operations;

(k) This Agreement does not establish any priority for the use of the ROW by the Company, or any present or future franchisees, permit holders or other users of the ROW. In the event of any dispute as to the priority of use of the ROW, the first priority shall be to the public generally, the second priority shall lie with the City, the third priority with the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its police and other powers conferred on it by the State of Alabama;

(l) Nothing in this Section or elsewhere in the Agreement shall be construed to limit the Company's rights to access and use its own or general utility easements in accordance with the terms of such easements so long as such use is consistent with applicable law.

(m) This Agreement does not confer upon the Company any right to use conduit that is now owned by the City or may hereafter be acquired.

3. **Operating Requirements and Standards.**

The following understandings apply with respect to the Company's use of the Franchise and its operations within the City:

a. At all times the Company shall keep and maintain the System in a safe, suitable, and substantial condition, and in good order and repair.

b. The Company shall provide safe passageway for vehicles and pedestrians through, in and around its work sites. It further shall comply with all rules of the road or other laws related to operation of vehicles along the ROW. Except in the case of an emergency or with the approval of the City Engineer (or other designated City official), the Company agrees not to conduct its operations in a

manner that interferes with usual vehicular or pedestrian travel on or the maintenance of the ROW, nor shall the placement of its facilities or its operations unreasonably limit the visibility of vehicular and/or pedestrian traffic on or along them.

c. The Company shall conduct its operations in a manner that does not unreasonably interfere with the rights and reasonable convenience of persons who own property adjoining the ROW. The Company acknowledges that it may enter private property only as permitted by applicable law, or as allowed by the owner of such private property, for the purpose of performing its operations thereon.

d. The Company shall construct the System and perform its operations in accordance with all applicable federal, state and local laws, ordinances, codes, and regulations pertaining thereto, including, but not limited to, the following: any building code, electric code or ordinances that are now in effect or may hereafter be adopted by the City; laws and regulations that protect workers and are intended to promote safety in the workplace; laws and regulations and that protect the environment, air or water quality or the public health, safety and welfare (including, without limitation, those issued by the Alabama Department of Environmental Management and Environmental Protection Agency); and regulations of the Federal Communications Commission.

d. Prior to installing, expanding or constructing its System or conducting other operations on the ROW, the Company shall obtain a permit(s) from the City pertinent to that work. The Company shall submit maps or plats showing the locations and types of equipment intended to be installed at all locations. The City agrees to consider any requests for permits and process them in a timely manner consistent with reasonable municipal practices. The work to be done under this Agreement, and the restoration of the ROW as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Engineer, or other City official.

e. The Company shall repair and replace sections of the ROW that are disturbed due to the installation, removal, relocation, maintenance and repair of its System, and restore those sections to a condition comparable to the condition existing immediately prior to such disturbance to the satisfaction of the City.

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

h. When the Company constructs or configures its System, it agrees to install its facilities underground in those parts of the City 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 System, the Company may install its facilities aerially with the understanding that, at such time as 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, that satisfy any technical specifications or limitations of those facilities or equipment and those concerns.

i. Least Disruptive Technology. The Company agrees to construct and maintain its System 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).

j. The Company shall have the right to remove, trim, cut and keep trees and shrubbery clear of the System at points in and along the public ways, provided that Company shall perform those 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 shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.

k. The Company shall be bear all costs associated with the installation, repair and maintenance of its System and its equipment including, but not limited to (1) all expense to repair and restore the ROW that is disturbed due to those operations, and (2) all expense incurred in removing or relocating any portion of the System or facilities constructed when required by this Agreement.

l. 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.

m. 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 System 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 service and maintenance of the System; and

(6) not perform its operations in a manner that obstructs the rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

n. Relocation or Removal of System at Request of the City. The City reserves the right to determine that, in the exercise of its sole 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 System from any area along the ROW. Upon its receipt of reasonable notice from the City of that determination (which notice shall be not to 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 reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines when such relocation work is 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.

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4. Effective Date/Term/Renewal.

This Agreement will become effective on the Effective Date, and thereafter continue 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.

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Deleted: Following the expiration of this Initial Term, this Agreement and the Franchise granted herein may will be automatically renewed and extended upon mutual agreement of the Parties for an additional term of TenTwenty____ (1020__) years upon application to the City if (i) the Agreement has not been previously terminated or the Franchise revoked as provided hereunder, (ii) the Company has faithfully performed its obligations hereunder, and (iii) the application and extension is complies in compliance with applicable federal, state or local law; provided that either Party may elect to terminate this Agreement effective at the end of the Initial Term by providing the other written notice of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term.

5. Franchise Fee/Records Retention/Audit

a. 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 a summary form, discloses the total Gross Revenues derived from the System 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.

b. 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 or accounting records indicating the types of services provided to Customers during the term of the Agreement;

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.

c. 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 subpart (b). At its expense, the Company agrees to furnish access to these records and reasonably cooperate with City in any such audit or review.

d. 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 obligation for those payments, or be construed as an agreement that the amount of any such payment is correct.

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

f. 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 Receipts 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.

6. 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.

7. Complimentary Public Service Pathway.

When requested by the City, the Company agrees to furnish and maintain, at no cost to the City, two (2) twelve pair fiber strands along the entire backbone of the System (whether installed aerially or underground) that the City may use for non-commercial purposes (the "Public Service Pathway"). The Public Service Pathway shall be installed by the Company in a manner that will permit unrestricted uses by the City which include, but are not limited to, the transmission of point-to-point communications between municipal, schools and other publicly-owned buildings in the City; provided that the City shall be responsible for any damages resulting from its use of the Public Service Pathway that are caused by the willful or wanton acts of the City, its employees or any other person acting under its direction or control.

8. Insurance/Indemnification/Performance Bond.

Deleted: 7

a. Insurance Requirements. For the duration of this Agreement and for limits 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 Statute
Commercial General Liability	(a) $1,000,000 for property damage per occurrence; (b) $1,000,000 for bodily injury or death to any one person; (c) $2,000,000 in aggregate for injury

	or death per single accident or occurrence
Auto Liability, including coverage on all owned, non-owned & rented vehicles	(a) $1,000,000 for property damage per occurrence; (b) $1,000,000 for bodily injury or death to any one person; (c) $2,000,000 in aggregate for bodily injury and death per single accident or occurrence

The Comprehensive General Liability insurance must include coverage for all of the following: comprehensive form, premises, complete operations and contractual coverage for the indemnification of the City and other contractual obligations herein. The Company may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the Effective Date of this Agreement, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this Section. The certificate(s) shall indicate that the City, and its agents, employees and officials, have been named as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies, with respect to all matters arising out of the Company operations contemplated by this Agreement. Thereafter, upon request of the City, Company shall furnish a current certificate(s) of insurance evidencing such coverage. Should any of the policies required herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice of that cancellation to the City, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents, or representatives, or the issuer of this certificate.

The provision of the insurance required in this section and the recovery of insurance proceeds hereunder by the City shall not limit the liability of the Company (if any) under other provisions of this Agreement.

b. Indemnification. The Company agrees to defend, indemnify and hold the City, and its agents, employees and officials, harmless from all suits, claims for damages (including personal injury or death and property damage), judgments, losses, expenses (including but not limited to reasonable attorneys' fees, court costs and other litigation costs) and liabilities (hereinafter collectively "Claims") which may arise, whether in whole or in part, out of or in connection with the installation, operation or maintenance of the Fiber Optic System or the Company's failure to perform any of its obligations under this Agreement. The City agrees to furnish Company written notice of any Claims asserted against it and any request that the Company indemnify City (or its representatives) pursuant to this Section. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the City for Claims resulting solely from the negligent or willful acts of the City (or its representatives), or from the actions by a person or entity other

than the Company in connection with the City's use of the Public Service Pathway provided herein.

c. Performance Bond. Prior to the Effective Date, the Company will provide a Performance Bond in the amount of not less than Ninety Thousand Dollars ($90,000.00), in favor of the City to secure the performance by the Company of its obligations under this Agreement. This Bond shall be issued by a surety qualified to do business in Alabama and reasonably satisfactory to the City.

Deleted: Two Hundred
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9. Enforcement/Default/Termination.

(a) Breach/Notice of Breach. In the event the Company fails to comply with any of its material obligations under this Agreement (a "Breach"), the City shall notify the Company in writing of the nature of the alleged noncompliance. The occurrences that constitute a material Breach by the Company, and may result in early termination of this Agreement and cancellation of the Franchise granted herein include the following:

(1) Failure to make any payments to the City required in this Agreement;

(2) Failure to maintain the insurance policies and coverage that are required hereunder;

(3) Failure to provide or furnish the City any information required under this Agreement;

(4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety;

(5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Company;

(6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

(7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a

APPENDIX 5

writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

The Company shall not be deemed to have defaulted this Agreement or be in noncompliance with its provisions, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond the ability to the Company to control; provided that the Company's excuse for nonperformance only shall remain in effect as long as the condition causing that circumstance remains in existence, and the Company is obligated to recommence its performance hereunder when upon the expiration of that condition.

(b) Company's Right to Cure Breach or Respond. The Company shall have thirty (30) days from receipt of the notice of a Breach as provided in subpart (a) above (1) to respond to the City by contesting the assertion of noncompliance, (2) to cure such breach, or (c) in the event that, by the nature of the Breach, it cannot be cured within the 30-day period for reasons beyond the reasonable control of the Company, to initiate reasonable steps to remedy such Breach and notify the City of the steps being taken and the projected date that they will be completed.

(c) Remedies. In the event that the Company fails to respond to the notice of Breach described in subpart (a), it contests the assertion of noncompliance pursuant to the procedures set forth in subpart (b), or it does not remedy the subject Breach within 30 days or by the date projected in subpart (b) above, the City may pursue any or all of the following remedies:

1. Seek specific performance of any provision which reasonably lends itself to such a remedy;

2. Make a claim against any surety with respect to the Performance Bond which may be required to be posted;

3. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;

4. Seek any other available remedy permitted by law or in equity;

5. Take any other action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

(d) Revocation of Franchise/Public Hearing. In addition to the remedies stated above, the City may schedule a public hearing to investigate the Breach and consider whether to terminate this Agreement and revoke the Franchise. The City shall notify the Company in writing of the time and place of such hearing. Such public hearing may be held at the next regularly scheduled meeting of the City's governing body, or at such other time and place which is scheduled not less than five business days from the City's notice of hearing. At that hearing the City shall give the Company an opportunity to state its position concerning the Breach and otherwise be heard, after which its governing body shall determine whether or not this Agreement shall be terminated and the Franchise be revoked. In that event, the City may terminate the Agreement and the revoke the Franchise effective ten (10) days following the determination by it governing body to terminate this Agreement.

(e) Nothing herein shall preclude the Company from appealing to the Circuit Court of Jefferson County, Alabama any determination by the governing body of the City to terminate this Agreement and revoke the Franchise. Such appeal must be taken within ten (10) days of the issuance of that determination to terminate.

(f) Obligations of Company on Expiration or Early Termination of Agreement. Upon the expiration or early termination of this Agreement for any reason, the City may request that the Company, at its own expense and within a reasonable amount of time following that request, remove from the ROW any equipment or facilities that the Company placed thereon to provide its services and restore the surrounding property to the condition that existed prior to its installation. Any equipment not removed by the Company following that request may be left in place by the Company and deemed abandoned. Further, although the respective obligations of the Parties concerning further use of the ROW will cease upon the expiration or early termination of this Agreement, the Company's obligations to pay Franchise Fees, to permit the City to perform audits, to furnish information to the City required hereunder, and to indemnify the City and provide insurance with respect to events occurring before the termination shall survive and remain in effect for a period of two (2) years following the expiration or effective date of early termination.

10. Designated Representatives/Notices.

The Parties appoint their respective representatives below to coordinate with the other on all matters pertinent to the administration of this Agreement (the "Designated Representative").

Designated Representative for City:

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

Designated Representative of Company:

Southern Light, LLC
ATTENTION: _____
General Counsel
156 St. Anthony Street
Mobile, AL 36603

Each Designated Representative also shall have the authority to act on behalf of its 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.

Deleted: 9

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. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

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

d. Entire Agreement. This Agreement (including the attached Exhibit A) constitutes the entire agreement between the City and Company with respect to the subject matter contained herein and supersedes all prior or 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, offices, 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. Signature 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. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

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 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 Representations. The Company and the City each represent to the other that it has the requisite power and authority to enter into this Agreement, that each has secured 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.

m. 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.

n. 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

o. Dispute Resolution. The Designated Representatives of the Parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). If the Designated Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each Party for consideration. If the Dispute cannot be resolved at the senior official level, either Party may request that the Dispute be mediated; if the Parties agree to mediate, each will bear its own costs of mediation, including attorneys' fees. However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court that is located in Jefferson County, Alabama.

p. Attorneys' 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

APPENDIX 5

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 attorneys' fees and other reasonable expenses that are incurred in that breach of contract action.

q. Severability. If any provision, part, section or subdivision of this Agreement shall be held invalid, illegal, unconstitutional 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.

r. Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE COMPANY AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THIS AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE COMPANY MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE COMPANY'S ACTUAL, DIRECT DAMAGES ARISING FROM THE CITY'S BREACH. THE COMPANY AGREES AND ACKNOWLEDGES THAT THE TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (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 BY THE CITY.

s. 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 System, provide its services and perform its Operations, including without limitation, any business license issued by applicable governing authorities ("Licensing"). The Company agrees to maintain that Licensing throughout the performance of this Agreement.

t. 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 *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, (a) it shall participate in the E-Verify program as required under the terms of the Act; (b) it 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; (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act; and (d) if it is found to be in violation of this provision, the Company

shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

(Signature Page Follows)

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

SOUTHERN LIGHT, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

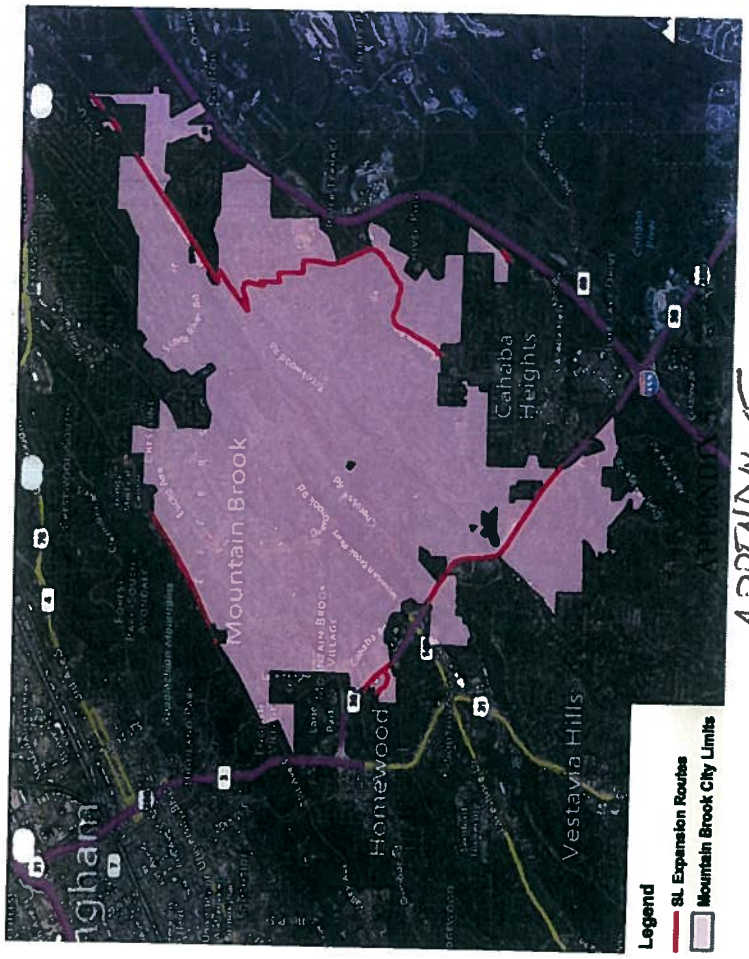
Name: _____

Title: _____

Date: _____

EXHIBIT A – INITIAL PROPOSED ROUTE OF SYSTEM

See attached Map.



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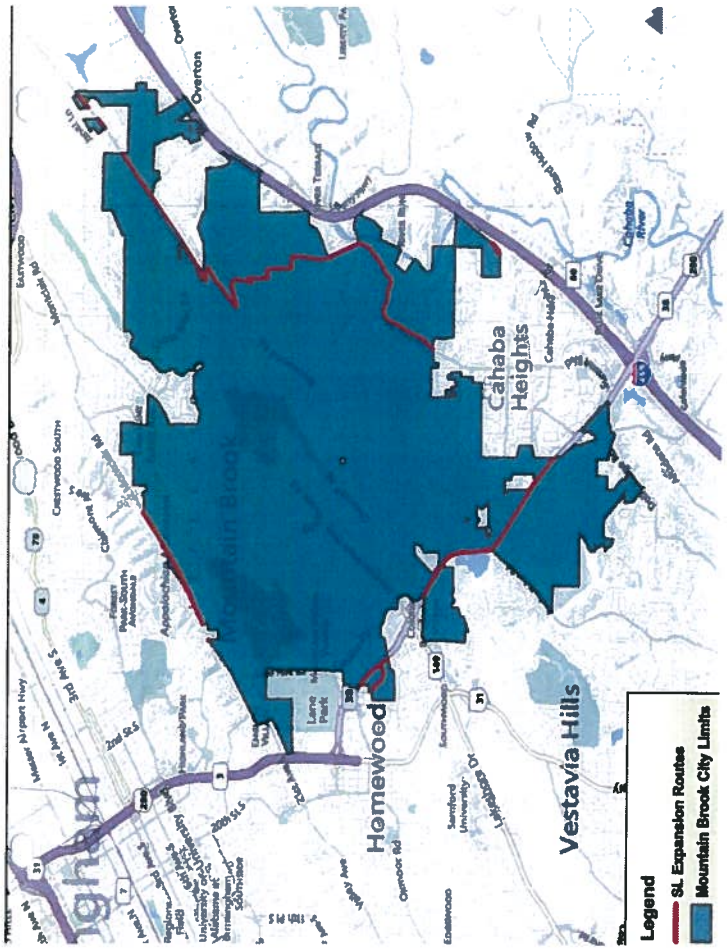

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA JANUARY 26, 2015

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 26th day of January, 2015. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

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

Absent: Virginia C. Smith, Council President

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

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

1. JASON HARPE AND CATHERINE CASEY WITH CARR, RIGGS AND INGRAM, LLC

Jason Harpe and Catherine Casey with Carr, Riggs and Ingram, LLC, presented and discussed a draft of the City's 2014 audit report (Appendix 1).

2. CONSENT AGENDA

Council President Pro Tempore Pritchard 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 January 12, 2015 regular meeting of the City Council

2015-019 Motion	Accept the September 30, 2014 audited financial statements and Single Audit of the City as presented by the City's independent auditing firm, Carr, Riggs & Ingram, LLC	Appendix 1
2015-020	Set a public hearing for February 23, 2015 to consider an ordinance amending Chapter 129 of the City Code with respect to the Vine Street Transitional District	Exhibit 1
2015-021	Set a public hearing for February 23, 2015 to consider an ordinance rezoning the property located at 30 Vine Street from Residence D to Vine Street Transitional District	Exhibit 2
2015-022	Authorize the execution of a service agreement between the City and McWane Science Center	Exhibit 3 Appendix 2

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

Ayes: William S. Pritchard, III, Council President Pro Tempore

Jack D. Carl
Lloyd C. Shelton
Alice Womack

Nays: None

Council President Pro Tempore Pritchard thereupon declared that said minutes, motion (No. 2015-019) and Resolution Nos. 2015-020 through 2015-022 are adopted by a vote of 4—0.

3. CONSIDERATION: RESOLUTION AUTHORIZING THE INSTALLATION OF A STREET LIGHT IN THE ALLEY BEHIND 708 EUCLID AVENUE AND 707 BRADDOCK AVENUE (APPENDIX 3)

The resolution was introduced in writing by the President Pro Tempore who then invited comments and input from the audience.

Carol Seal of 115 Fairmont Drive:

- Questions the location of the pole illustrated in the agenda packet. Claims that the pole is located at the corner of her backyard.
- Objects to the light because it will [unnecessarily] light up her back yard
- She enjoys looking at the night sky and night owls which she thinks will be less enjoyable if the alley is lighted
- Suggested her neighbors install motion sensing outdoor lighting if they want it
- Does not want the light shining into her bedroom
- Asked that the City Council consider installing a speed bump to slow down traffic in the alley

Shawn Ligon of 708 Euclid Avenue:

- Objects to the light because it will light up his back yard
- The map illustrating where the light is to be located is not correct
- States the pole is actually between 711 and 709 Euclid Avenue which is directly behind his house
- Reported that at one time there was a street light at the intersection of the two alleys (at house numbers 711, 712 and 710) that was removed. Does not object to that light being re-installed.

Michael James of 710 Euclid Avenue:

- Does not object to a street light being installed at the intersection of the two alleys
- Expressed concern about speeding traffic and suspicious people in the alley

There being no further comments or discussion, Council President Pro Tempore Pritchard suggested this matter be continued pending further investigation and possibly bring this matter back for consideration at the February 9, 2015 meeting of the City Council.

4. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL

Council President Pro Tempore Pritchard announced that the next meeting of the Mountain Brook City Council will be held on Monday February 9, 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.

5. EXECUTIVE SESSION AND ADJOURNMENT

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

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

Nays: None

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

Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-020

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, February 23, 2015, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Section 129-573 of the City Code.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than fifteen (15) days prior to February 23, 2015, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall – 56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, The Invitation Place - 3150 Overton Road and Overton Park - 3020 Overton Road notices of said public hearing in words and figures substantially as follows:

"NOTICE OF PUBLIC HEARING
PROPOSED ZONING CODE NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, February 23, 2015, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 129-573 OF THE CITY CODE

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, that Section 129-573 of the City Code is hereby amended as follows:

1. **"Section 129—573 (b). Minimum Yards and Building Setbacks.**
   (1) Minimum front (primary) yard setback .....5 feet
   (2) Minimum front (secondary) yard setback .....8 feet
   (3) Minimum rear yard setback .....5 feet
   (4) Minimum side yard setback:
   Zero feet if party wall;

Five feet for end units or a detached single-family dwelling.

(5) An enhanced primary entrance feature may extend up to five feet beyond the permitted and constructed front building line of the building provided that:

a. It occupies no more that 30 percent of the front façade (primary or secondary) of the lot;

b. It remains unenclosed, with no fixed windows or screens;

c. Any roof structure on or associated with the feature is up to one and one-half stories;

d. It is designed as an extension of the primary building using the same foundation, building materials, architectural styles and ornamentation as the primary building.

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

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

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

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

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

EXHIBIT 2

RESOLUTION NO. 2015-021

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, February 23, 2015, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the zoning classification of the property as more fully described herein below be established as Vine Street Transitional (VST) District under the Mountain Brook City Code.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than fifteen days prior to February 23, 2015 by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall, 56 Church Street, Gilchrist Drug Company, 2805 Cahaba Road, Overton Park, 3020 Overton Road, and The Invitation Place, 3150 Overton Road, a notice in words and figures substantially as follows:

"ZONING NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, February 23, 2015, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO.

AN ORDINANCE TO REZONE A CERTAIN PARCEL

**OF LAND IN THE CITY OF MOUNTAIN BROOK, ALABAMA
FROM RESIDENCE D DISTRICT TO
VINE STREET TRANSITIONAL (VST) DISTRICT**

WHEREAS, after due consideration, the City Council has determined that the zoning classification of the real estate owned by Crestline Commercial Partners, LLC, which is located at 30 Dexter Avenue, as more particularly described below, should be zoned Vine Street Transitional District such property being presently zoned Residence D District.

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

Section 1. The zoning map of the City of Mountain Brook, as referred to in Chapter 129, Article VII of the Mountain Brook City Code, as amended from time to time, is hereby further amended by zoning to Vine Street Transitional D District the following described real property said property currently zoned Residence D District:

LOT 12, BLOCK 12, CRESTLINE HEIGHTS, AS RECORDED IN MAP VOLUME 7, PAGE 16, IN THE OFFICE OF THE JUDGE OF PROBATE, JEFFERSON COUNTY, ALABAMA.

Section 2. The provisions of this ordinance are severable. If any provision of this ordinance is held by a court of competent jurisdiction to be invalid, such invalidity shall in no way affect the remaining provisions of this ordinance.

Section 3. This ordinance shall become effective when published by posting the same as required by law.'

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

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

BE IT FURTHER RESOLVED that the City Clerk be, and hereby is, further authorized and directed to post the Notice herein above set out, which includes the proposed ordinance, in four conspicuous places within the City at least fifteen (15) days prior to the public hearing set hereby.

EXHIBIT 3

RESOLUTION NO. 2015-022

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 with the McWane Science Center, a copy of which contract is attached hereto as Exhibit A.

APPENDIX 2

CRI CARR RIGGS & INGRAM

Carr, Riggs & Ingram, LLC
2100 10th Avenue South
Suite 320
Birmingham, AL 35205

Mailing Address
P.O. Box 55205
Birmingham, AL 35255

(205) 933-2027
(205) 933-2044 (fax)
www.cri-pc.com

[DATE PENDING]

To the City Council
Mountain Brook, Alabama

We have audited the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Mountain Brook (the "City") for the year ended September 30, 2014. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and DMB Circular A-133), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated September 30, 2014. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices
Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2014. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of the liability to the Jefferson County Personnel Board is based on Jefferson County's estimate of actual amount due. We evaluated the key factors and assumptions used to develop the liability to the Jefferson County Personnel Board in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the Workers' Compensation Loss Reserves which is based on certain actuarial assumptions and the Accrued Compensated Absences Liability which is based on assumptions related to certain personnel and payroll matters. We evaluated the key factors and assumptions used to develop the Workers' Compensation Loss Reserves and the Accrued Compensated Absences Liability in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate over the residual value of capital assets based on the City's

depreciation policy and management's approximation of the remaining useful lives of the assets. We evaluated the City's annual depreciation expense and other key factors used to develop the residual value of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of revenues, receivables and payables related to the City's cost reimbursement grants is based on information available by the state and the project engineer, and this information is subject to change. We evaluated the key factors and assumptions used to develop the grant revenue, receivables, and payables in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of the City's pension plan and post-employment benefits other than pensions in Note 6 and Note 7, respectively, to the financial statements and in the Required Supplementary Information (RSI). These disclosures contain actuarial assumptions and valuations that may differ from actual results.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit
We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements
Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Managements
For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations
We have requested certain representations from management that are included in the management representation letter dated [DATE PENDING].

Management Consultations with Other Independent Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements

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or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to management's discussion and analysis, budgetary comparison schedules, and the schedule of funding progress and trend information for the pension and OPEB plans, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on schedule of expenditures of federal awards, combining and individual fund statements and schedules, schedule of general fund revenues by source, and comparative statements for individual funds which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

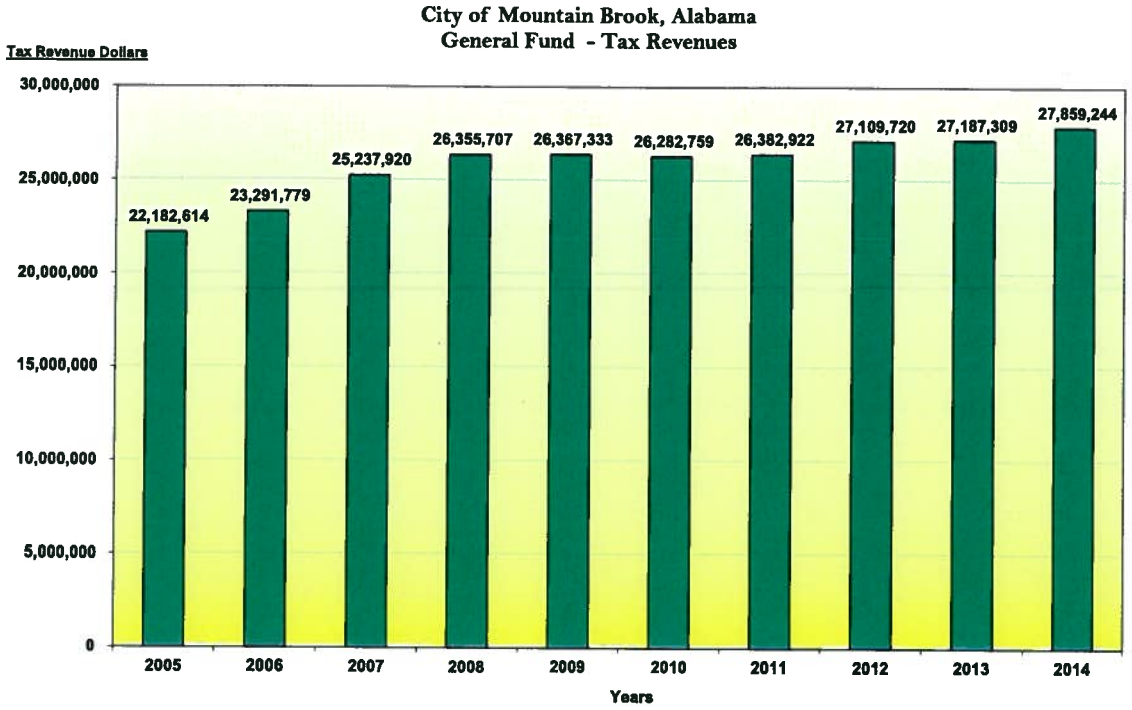
This information is intended solely for the use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

Carr, Riggs & Ingram, L.L.C.
Birmingham, Alabama

DRAFT



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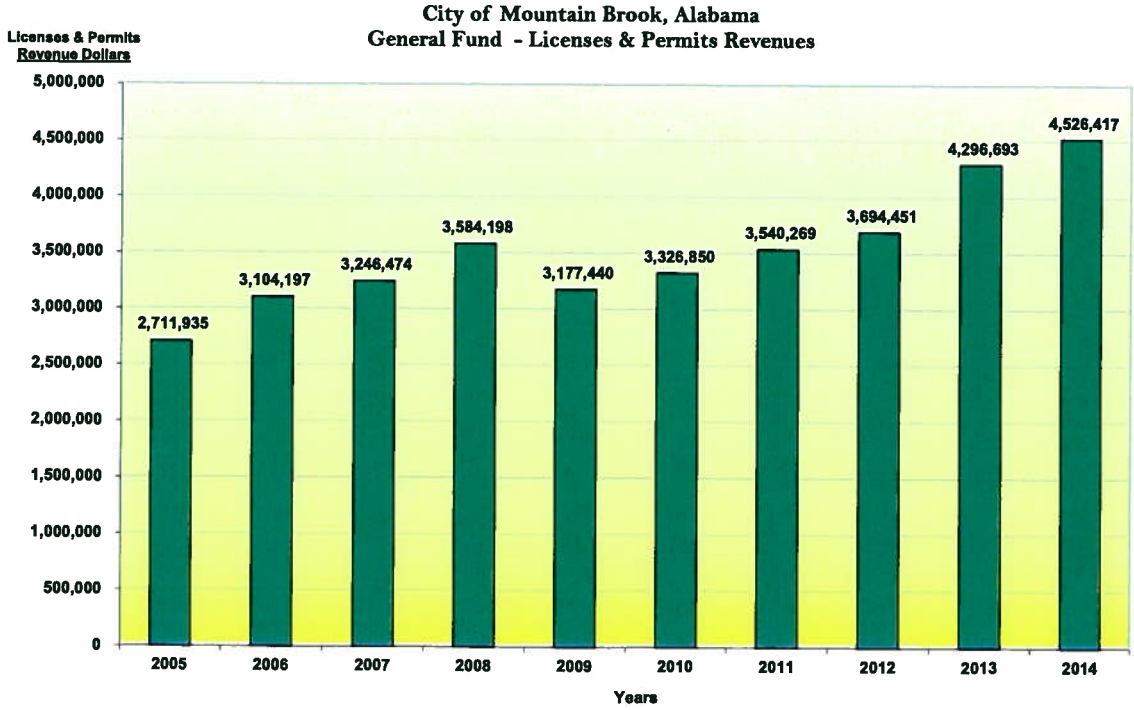

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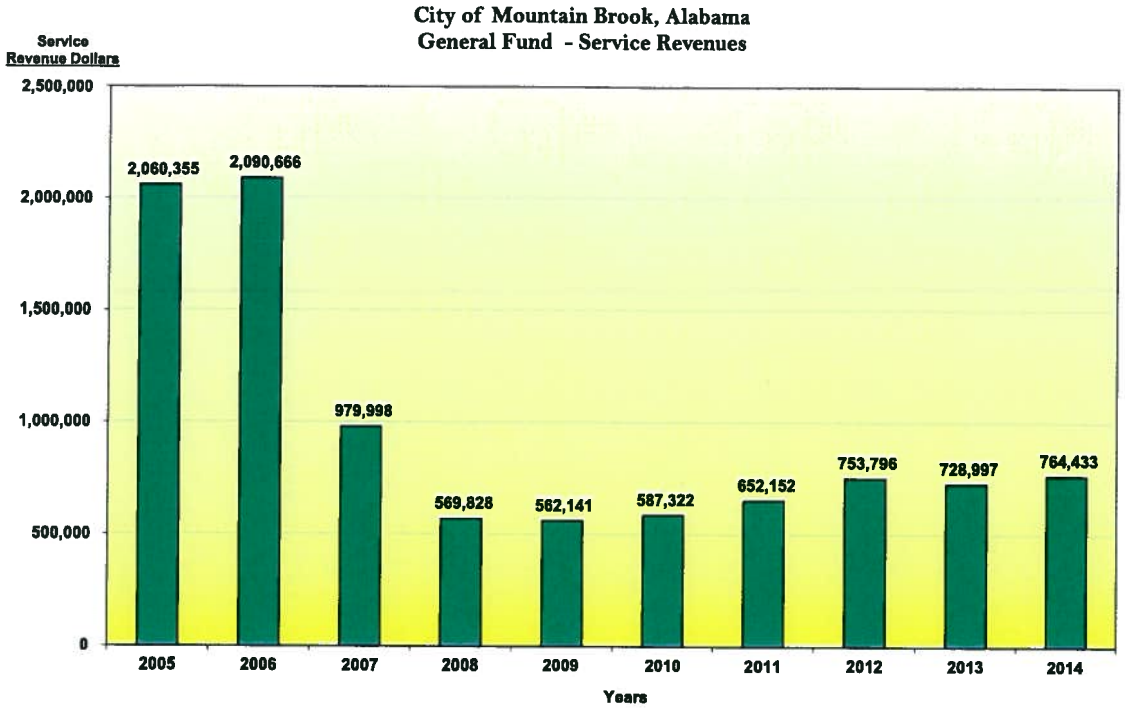

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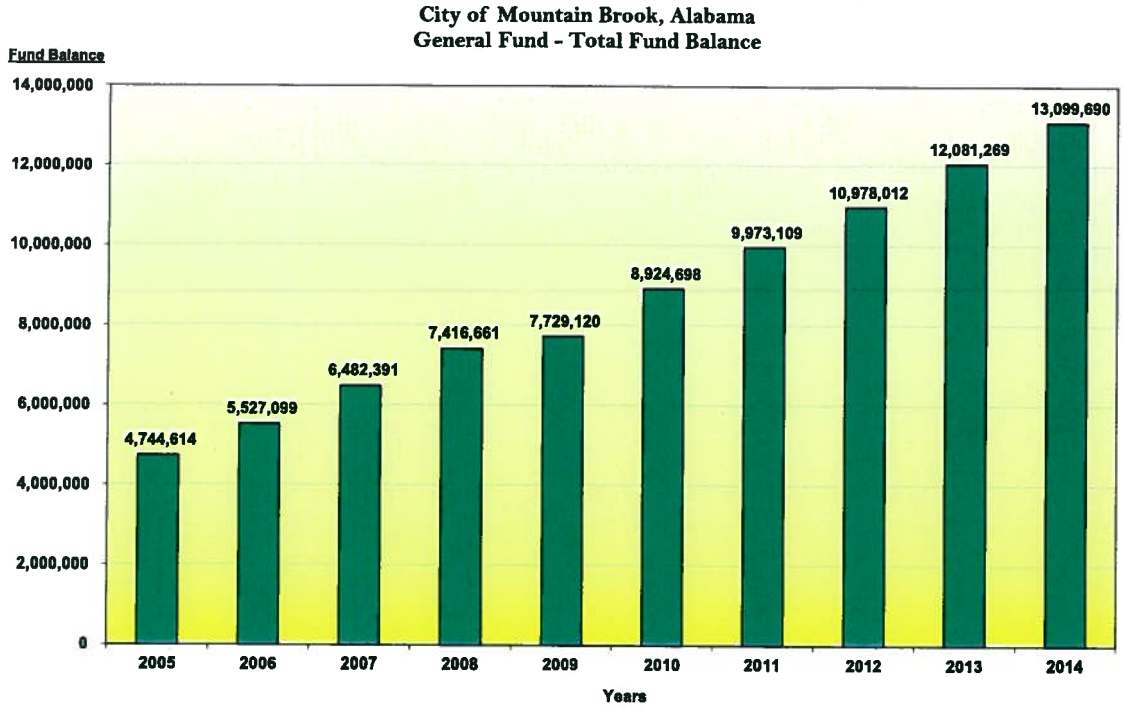

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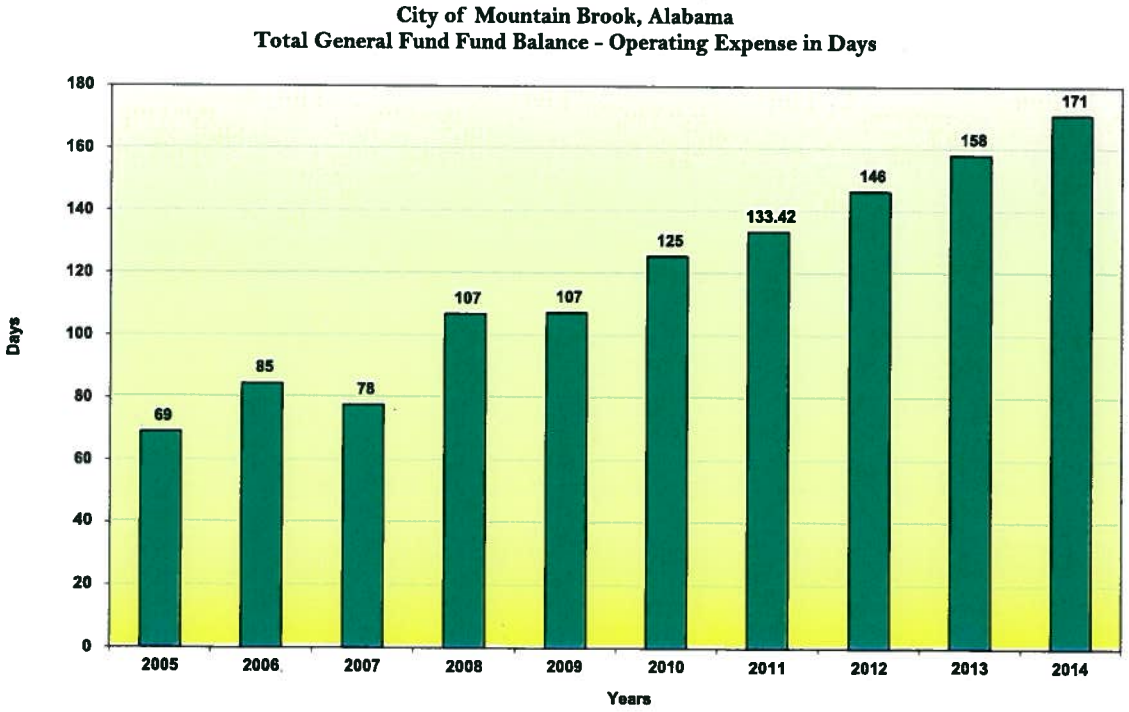

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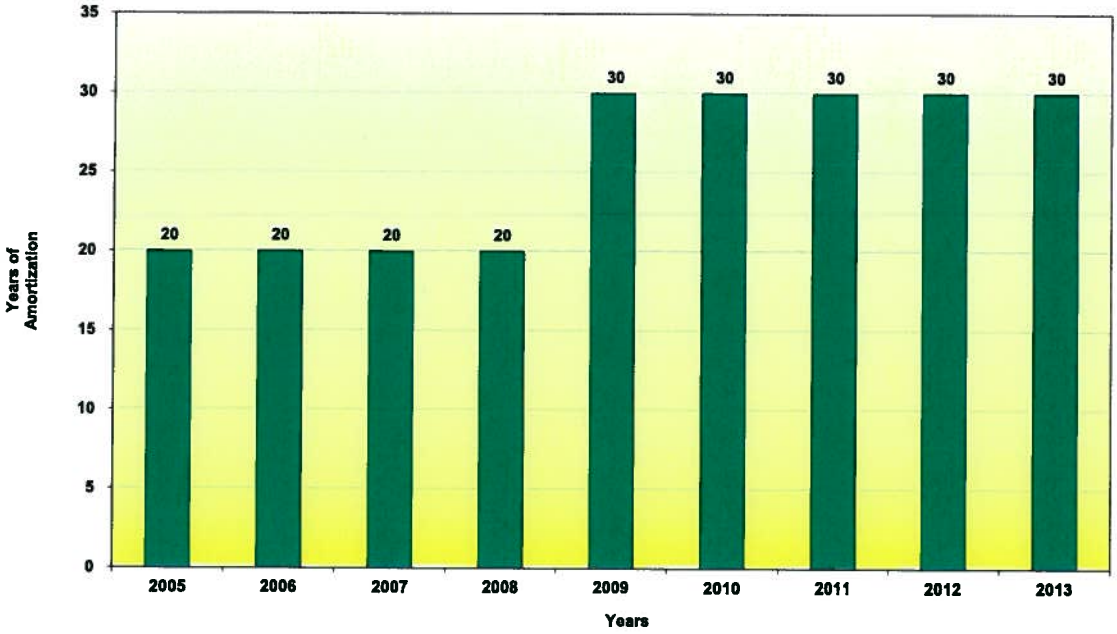
City of Mountain Brook, Alabama
Remaining Amortization Period of the Unfunded Actuarial Accrued Pension Liability



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CITY OF MOUNTAIN BROOK, ALABAMA

BASIC FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2014

City of Mountain Brook, Alabama
City Officials

SEPTEMBER 30, 2014

MAYOR

The Honorable Lawrence T. Oden

CITY COUNCIL

Ms. Virginia C. Smith, President

Mr. Jack D. Carl
Mr. Lloyd C. Shelton
Mr. William S. (Billy) Pritchard, III
Ms. Alice B. Womack

CITY MANAGER

Mr. Sam S. Gaston

DEPARTMENT SUPERVISORS

Building Inspections	Mr. Jerry Weems
Finance	Mr. Steven Boone
Fire Department	Mr. Robert W. (Zeke) Ezekiel
Police Department	Mr. Theodore J. (Ted) Cook
Streets and Sanitation	Mr. Ronald D. Vaughn
Parks and Recreation	Mr. Shanda Williams

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City of Mountain Brook, Alabama

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www.cricpa.com

Independent Auditor's Report

Mayor and City Council
City of Mountain Brook
Mountain Brook, Alabama

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Mountain Brook, Alabama (the City) as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Mountain Brook Library Foundation (the Foundation), which represents the discretely presented component unit. Those statements were audited by other auditors whose report has been furnished to us, and our opinions, insofar as it relates to the amounts included for the Foundation, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Other Matters

Report on Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules listed in the table of contents as "required supplementary information" be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The accompanying schedule of expenditures of federal awards and supplementary information as listed in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit, the procedures performed as described above, and the report of the other auditors, the accompanying schedule of expenditures of federal awards and supplementary information as listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with Government Auditing Standards, we have also issued our report dated January 27, 2015, on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

Carr, Riggs & Ingram, L.L.C.

Birmingham, Alabama
January 27, 2015

CITY OF MOUNTAIN BROOK, ALABAMA

MANAGEMENT'S DISCUSSION AND ANALYSIS

This narrative overview and analysis of the City's financial activities as of and for the year ended September 30, 2014, prepared by the management of the City, is presented to facilitate the users' understanding of the annual report and draw attention to items of interest.

FINANCIAL HIGHLIGHTS

- Assets of the City exceeded its liabilities at September 30, 2014, by $117.7 million (Total Net Position). Of this amount, $77.5 million represents the net book value of the City's capital assets including infrastructure net of outstanding long-term debt and $1.4 million is restricted ($548,000 for the Emergency Communication District and $809,000 for road improvements from the State Shared Gasoline Tax special revenue funds). The remaining $38.9 million is available for use by the City to fund future municipal services and to meet its obligations to employees and creditors.

- The Total Net Position increased by $2.8 million in 2014 which includes the net cost of providing core City Services of $24.8 million plus $27.7 million in General Revenues.

- As of September 30, 2014, the City reported $30.5 million in fund balances, an increase of $3 million from 2013. Of the $30.5 million fund balances, $13 million (43%) is reported in the General Fund, $12.4 million (41%) in the Capital Projects Fund, $3.7 million (12%) in the Debt Service Fund, and $1.4 million (4%) in the Other Governmental Funds.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements consist of the 1) government-wide financial statements, 2) fund financial statements, 3) notes to financial statements, and 4) certain required supplementary financial information. In addition, the City has included other supplementary information intended to further enhance the users' understanding of the City's financial position and results of operations.

Government-wide Financial Statements

The government-wide financial statements are intended to provide an indication of the City's finances in a manner similar to the private sector. Accordingly, the government-wide statements, comprised of the Statement of Net Position and Statement of Activities, have been prepared using the accrual basis of accounting.

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The Statement of Net Position depicts all of the primary government's assets and liabilities with the difference between the two reported as Net Position. Over time, changes in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The Statement of Activities illustrates how the City's net position changed during the year. Revenues and expenses reported in the Statement of Activities are recorded when the underlying event that gave rise to the change occurred as opposed to the timing of the related cash flow. The focus of the Statement of Activities is on the gross and net cost of the various governmental activities which are funded by the City's general tax and other revenues. The purpose of this statement is to simplify the analysis of the costs of various governmental services.

Fund Financial Statements

The fund financial statements have been prepared under the modified accrual basis of accounting and their presentation is largely consistent with historical presentations.

A fund is a grouping of related accounts designed to facilitate control over resources that have been segregated for a specific activity or objective. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. All of the City's funds are governmental type funds (as opposed to business-type funds) whose primary resources are provided by taxes.

Governmental Funds

Governmental funds essentially measure and report the same activities and transactions as the governmental activities in the government-wide financial statements. However, unlike the accrual basis government-wide statements, the governmental funds focus on current, spendable resources and balances of such spendable resources available at the end of the year.

The City maintains eleven (11) governmental funds. The City considers the General Fund, Capital Projects Fund (which is comprised of three "sub-funds"), and Debt Service Fund to be major funds and their respective balance sheets and statements of revenues, expenditures, and changes in fund balance are separately reported. Information from the remaining funds (various Special Revenue funds) have been aggregated and reported in a single column titled "Other Governmental Funds". Additional information about these aggregated, non-major funds and the major funds is provided in the other supplementary information.

Infrastructure Capital Assets

A major accounting and reporting change required by the GASB reporting model that was implemented in 2003 is the capitalization of infrastructure assets. The cost of infrastructure was estimated based on historical financial cost data maintained by the City and other estimation techniques (primarily involving non-depreciable land, easements, and rights-of-way). Depreciation of infrastructure was determined using the straight-line method from the year of acquisition using estimated useful lives ranging between 10 and 75 years depending on the class of asset. Infrastructure capitalized and the related depreciation reported in the accompanying government-wide financial statements is as follows:

	Useful Life	Cost	Depreciation	Accumulated Depreciation
Land	N/A	$ 16,525,671	N/A	N/A
Streets and alleys	20	17,386,195	$ 505,948	$ 12,886,407
Storm sewers	20	13,946,471	682,727	4,029,350
Sidewalks	15	12,626,962	309,602	7,707,418
Park facilities	20	8,164,316	278,060	5,152,853
Street lights and signs	15	1,292,532	61,302	932,708
Library reference materials	5	4,804,901	379,956	4,023,854
Totals		$ 74,747,048	$ 2,217,595	$ 34,732,590

Government-wide Financial Analysis

Following is a comparative, condensed financial analysis of the government-wide net position of the City as of September 30:

	2014	2013 (Restated)
Current assets	$ 32,909,778	$ 30,727,021
Other assets	12,512,203	12,068,657
Capital assets	81,346,990	82,156,362
Total assets	126,768,971	124,952,040
Current and other liabilities	2,579,563	3,421,246
Long-term liabilities	6,461,528	6,620,109
Total liabilities	9,041,091	10,041,355
Net position:		
Net investment in capital assets	77,461,990	78,066,362
Restricted	1,357,086	1,443,216
Unrestricted	38,908,804	35,401,107
Total net position	$ 117,727,880	$ 114,910,685

Following is a comparative analysis of the government-wide revenues and expenses:

	2014	2013 (Restated)
Revenues		
Program revenues		
Fees, fines and charges for services	$ 6,286,138	$ 5,961,384
Operating grants and contributions	1,039,178	986,104
Capital grants and contributions	1,588,884	2,103,695
General revenues		
Ad valorem taxes (real and personal property)	15,084,993	14,720,970
Sales and use taxes	10,142,427	9,889,449
Other taxes	242,618	178,386
Utility taxes	1,288,163	1,284,421
Franchise fees	582,375	641,751
Investment earnings	182,262	298,391
Gain (loss) on disposals of capital assets	117,480	103,652
Miscellaneous revenues	20,370	17,778
Transfers from component unit	4,477	20,885
Total revenues	36,579,365	36,206,866
Expenses		
General government	5,072,572	3,699,945
Public safety	15,254,744	14,636,956
Street and sanitation	8,745,152	8,902,821
Recreational	1,685,015	1,803,280
Library	3,004,687	3,296,785
Total expenses	33,762,170	32,339,787
Increase in net position	2,817,195	3,867,079
Net position, beginning of year (as previously reported)	114,910,685	111,363,471
Prior period adjustments (Note 11)	0	(319,865)
Net position, beginning of year (as restated)	114,910,685	111,043,606
Net position, end of year	$ 117,727,880	$ 114,910,685

Analysis of the City's Operations

Revenues

The City's primary source of revenue is real estate ad valorem taxes which comprised 40% of total General Fund revenues in 2014. Real estate ad valorem taxes increased $355,000 (2.6%) during 2014.

The second largest source of revenue for the City is sales and use tax which totaled 29% of total General Fund revenues in 2014. Sales and use tax revenue increased by $230,000 (2.4%) during 2014.

Following is a comparative summary of the major General Fund revenues as reported in the Governmental Funds financial statements:

	2014	2013	Increase (Decrease)
Real estate ad valorem tax	$ 13,867,794	$ 13,512,485	$ 355,309
Sales and use tax	9,808,223	9,578,337	229,886
Business licenses	2,531,307	2,492,623	38,684
Personal property ad valorem tax	1,217,199	1,208,485	8,714
Garbage service fees	34,086	35,589	(1,503)
Utility taxes	1,288,163	1,284,421	3,742
Investment earnings	69,522	138,162	(68,640)
All other General Fund revenues	5,478,171	5,200,318	277,853
Totals	$ 34,294,465	$ 33,450,420	$ 844,045

Expenditures

Salaries and benefits increased $468,000 (2%) in 2014 to $19.2 million. Labor-related costs made up (58%) of the City's total General Fund expenditures (including intrafund transfers) in 2014. Following is a comparative summary of the major expenditure categories (all funds combined) of the City as reported in the Governmental Funds financial statements.

	2014	2013 (Restated)	Increase (Decrease)
Salaries and benefits	$ 19,236,520	$ 18,768,059	$ 468,461
Garbage contract fees	2,751,075	2,722,982	28,093
Capital outlay	4,028,993	13,369,892	(9,340,899)
Intergovernmental services	803,704	775,843	27,861
Utilities and communication	820,566	868,123	(47,557)
Development agreement payments	0	1,017,710	(1,017,710)
Property and casualty insurance	330,267	271,722	58,545
Legal and accounting	283,156	329,275	(46,119)
Fuel and lubricants	365,902	371,067	(5,165)
Debt service	361,197	358,928	2,269
Birmingham Zoo, Inc. subsidy	75,000	75,000	0
All other	4,589,702	3,931,752	657,950
Totals	$ 33,646,082	$ 42,860,353	$ (9,214,271)

General Budgetary Highlights (budgets are administered based on, and variances are stated in terms of, the Governmental Fund accounting model)

Following is a summary of the pertinent General Fund budget variances:

- Actual General Fund revenue exceeded the final budgeted revenue by $1,437,000 (4.4%). The favorable (unfavorable) budget variance was comprised of the following:

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	Budget	Actual	Favorable (Unfavorable)
Real estate ad valorem tax	$ 13,507,435	$ 13,867,794	$ 360,359
Sales and use tax	9,450,000	9,808,223	358,223
Other taxes	1,012,650	1,127,178	114,528
Utility taxes	1,324,950	1,288,163	(36,787)
Road and bridge tax	576,900	550,686	(26,214)
Construction permits	928,240	1,347,583	419,343
Fines and forfeitures	527,040	577,844	50,804
Charges for services	770,249	764,433	(5,816)
Fees for road repairs	143,340	73,226	(70,114)
Grants	26,250	100,187	73,937
Investment earnings	155,855	69,522	(86,333)
All other	4,434,095	4,719,626	285,531
Totals	$ 32,857,004	$ 34,294,465	$ 1,437,461

- Total General Fund expenditures were $653,000 (2.3%) less than the final budget. The favorable (unfavorable) budget variance was comprised largely of the following categories:

	Budget	Actual	Favorable (Unfavorable)
Salaries and benefits	$ 19,863,093	$ 19,236,520	$ 626,573
Garbage contract fees	2,765,001	2,751,075	13,926
Intergovemmental services	789,462	803,704	(14,242)
Utilities and communication	837,550	820,566	16,984
Appropriations to the Board of Education	174,800	540,782	(365,982)
Fuel and lubricants	318,800	365,902	(47,102)
Legal and accounting	381,500	283,156	98,344
Property and casualty insurance	284,750	330,267	(45,517)
Employee development and travel	288,562	233,131	55,431
Street striping	145,000	145,556	(556)
Street cut repairs	100,000	52,609	47,391
Park and recreation special projects	0	1,844	(1,844)
All other	2,700,206	2,430,884	269,322
Totals	$ 28,648,724	$ 27,995,996	$ 652,728

- Total operating transfers out exceeded the amount budgeted by $1,533,860. This variance resulted primarily from the Council's decision (after year-end) to transfer an additional $1,576,000 from the General Fund to the Capital Projects Fund.

- The total excess of General Fund revenues and other financing sources over expenditures in the amount of $1,038,421 was $575,846 more than budgeted.

Other Matters of Interest
Pension Plan
As more fully described in Note 6 to Financial Statements and Note 2 to Required Supplementary Information, the City participates in a multi-employer, defined benefit pension plan which is administered by the Employees' Retirement System of Alabama (RSA). The most recent actuarial valuation data available and included in the accompanying report is as of and for the year ended September 30, 2013.

As of September 30, 2013, the RSA reported an unfunded actuarial accrued liability of $22.7 million. The actuarial value of assets was $2.1 million less than the market value of assets as of September 30, 2013.

Due to concern about the unfunded actuarial accrued pension liability, the City Council has on occassion contributed more than the actuarially determined annual required contribution (ARC). During 2001, the City paid $2 million more into the pension trust fund than the ARC. In 2007, the City paid an extra $7 million from the Debt Service Fund to the pension trust fund in order to further reduce the unfunded actuarial accrued liability. In 2008, the City paid $300,000 more than the actuarially determined ARC from its General Fund. Due in part to the investment performance of the pension trust fund, the City Council has remitted only the ARC to the pension trust since 2008.

Also out of concern about the unfunded actuarial accrued pension liability, the City Council has authorized the accumulation of cash reserves in the Debt Service Fund which is available to pay toward this obligation. As of September 30, 2014, the City had accumulated $3.7 million in the Debt Service Fund for such purpose. These funds are also available for the possible early redemption of the Series 2007 General Obligation warrants which may be redeemed without penalty beginning October 1, 2015.

Cash and Temporary Investments
As of September 30, 2014, the City reported cash and temporary investments of $30.3 million (excluding the cash and investments held by the Section 115 trust and discretely presented component unit) which consisted of unrestricted and donor-restricted cash and temporary investments of $30.1 million and $205,000, respectively. Following is a summary of the carrying value of the cash and investments by fund as of September 30, 2014.

CITY OF MOUNTAIN BROOK, ALABAMA

MANAGEMENT'S DISCUSSION AND ANALYSIS

	Unrestricted	Restricted
General Fund	$ 12,445,515	$ 204,853
Capital Projects Fund	12,653,237	0
Debt Service Fund	3,688,993	0
Other Governmental Funds (Special Revenue)	1,287,023	0
Section 115 irrevocable, retiree medical trust	0	1,571,336
Discretely presented component unit	0	3,365,585
Totals	$ 30,074,768	$ 5,141,774

The $12.4 million General Fund cash and investment balance as of September 30, 2014, represents approximately 5 months of General Fund expenditures.

Capital Assets and Related Replacement Reserves

Regarding capital assets, the City Council has adopted a policy of (partially) funding its depreciation expense in order to accumulate monies for the eventual replacement of property, plant and equipment. As of September 30, 2014, the City had accumulated approximately $12.4 million in the Capital Projects Fund for such purpose. Accumulated depreciation (considered by management to be the benchmark with respect to measuring the funding status of the property, plant and equipment replacement reserves) totaled $56 million as of year-end. Following is a summary of the capital expenditures, depreciation expense and transfers to the Capital Projects Fund for the years ended September 30:

	2014	2013 (Restated)
Capital expenditures	$ 4,028,993	$ 13,369,892
Depreciation expense	$ 4,826,928	$ 4,532,754
Transfers to the Capital Projects Fund:		
Funded depreciation policy	$ 2,060,211	$ 1,803,473
Other transfers to fund current and future capital acquisitions	2,722,741	2,288,791
Totals	$ 4,782,952	$ 4,092,264

The City maintains approximately 200 miles of paved roadways and alleys. The state shared gasoline tax revenues, the City's allocation of the Alabama Trust Fund Earnings, and other monies transferred from the General Fund are used to fund the City's street maintenance program. Following is a summary of the revenues and expenditures as they pertain to the maintenance of the City's roadways:

CITY OF MOUNTAIN BROOK, ALABAMA

MANAGEMENT'S DISCUSSION AND ANALYSIS

	2014	2013
Revenues		
State shared gasoline tax revenues	$ 374,880	$ 372,534
Alabama Trust Fund Earnings	175,286	460,955
Transfers from the City's General Fund	100,000	100,000
Investment earnings	3,713	3,702
Total Revenues	653,879	937,191
Street paving expenditures	825,514	736,582
Excess of Revenues Over Expenditures	(171,635)	200,609
Fund balance, beginning of the year	980,836	780,227
Fund Balance, end of year	$ 809,201	$ 980,836

Residential Garbage Service Fee Elimination

In 2007, the City adopted an ordinance (No. 1732) lowering the residential garbage service fees by more than 70% effective January 1, 2007. In 2008, the City adopted another ordinance (No. 1769) eliminating the residential garbage service fee. In 2014 and 2013, the City realized $34,086 and $35,589, respectively, in garbage service fees collected from its commercial garbage service accounts.

Requests for Additional Information

The financial report is designed to provide the residents of the City, investors, creditors and other users with a general overview of the City's finances. Inquiries about this report or requests for additional information may be directed to the Director of Finance at the City of Mountain Brook, P. O. Box 130009, Mountain Brook, Alabama 35213-0009. Inquiries about The Emmet O'Neal Library Board and/or The Mountain Brook Library Foundation (the discretely presented component unit) may be directed to the Library Director at 50 Oak Street, Mountain Brook, Alabama 35213.

APPENDIX 1

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City of Mountain Brook, Alabama
Government-wide Statement of Net Position
September 30, 2014 with Comparative Data

	Governmental Activities 2014	Governmental Activities 2013 (Restated)	Component Unit Library Foundation 2014
ASSETS			
CURRENT ASSETS			
Cash and temporary investments	$ 30,074,768	$ 28,131,620	$ 0
Receivables	2,045,204	2,077,035	0
Notes receivable	80,746	77,585	0
Due from related organization	85,443	84,547	0
Inventory and prepaid expenses	418,764	144,431	0
Cash and temporary investments - restricted	204,853	211,803	3,365,585
TOTAL CURRENT ASSETS	32,909,778	30,727,021	3,365,585
NONCURRENT ASSETS			
Notes receivable	55,649	136,395	0
Net pension asset	10,651,655	10,495,319	0
Net OPEB asset	1,804,899	1,436,943	0
Capital assets, net of accumulated depreciation	61,794,911	60,695,451	159,528
Land	18,698,005	18,698,005	552,611
Construction in progress	854,074	2,762,906	0
TOTAL NONCURRENT ASSETS	93,859,193	94,225,019	712,139
TOTAL ASSETS	126,768,971	124,952,040	4,077,724
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable	843,226	1,366,802	0
Accrued salaries and wages	748,505	700,584	0
Accrued interest payable	75,709	79,681	0
Due to related organization	63,797	58,967	0
Other current liabilities	638,326	1,010,212	0
Long-term debt	210,000	205,000	0
TOTAL CURRENT LIABILITIES	2,579,563	3,421,246	0
NONCURRENT LIABILITIES			
Compensated absences	2,786,528	2,735,109	0
Long-term debt	3,675,000	3,885,000	0
TOTAL NONCURRENT LIABILITIES	6,461,528	6,620,109	0
TOTAL LIABILITIES	9,041,091	10,041,355	0
PENSION OBLIGATION (SEE NOTE 6)			
NET POSITION			
Net investment in capital assets	77,461,990	78,066,362	712,139
Restricted	1,357,086	1,443,216	3,365,585
Unrestricted	38,908,804	35,401,107	0
TOTAL NET POSITION	$ 117,727,880	$ 114,910,685	$ 4,077,724

See accompanying notes to basic financial statements.

APPENDIX 1

City of Mountain Brook, Alabama
Government-wide Statement of Activities
For the Year Ended September 30, 2014 with Comparative Data

Program Activities	Expenses	Program Revenues: Fees, Fines and Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	2014 Total Net (Expense) Revenue and Changes in Net Position	2013 (Restated) Total Net (Expense) Revenue and Changes in Total Net	2014 Component Unit (Library Foundation)	2013 Component Unit (Library Foundation)
Governmental activities:								
General government	$ 5,072,572	$ 3,009,568	$ 892,784	$ 0	$ (1,170,220)	$ 167,798	$ 0	$ 0
Public safety	15,254,744	2,955,893	14,985	100	(12,283,766)	(11,788,765)	0	0
Street and sanitation	8,745,152	133,658	71,110	1,470,286	(7,070,098)	(6,929,458)	0	0
Recreational	1,685,015	114,313	46,207	41,208	(1,483,287)	(1,605,383)	0	0
Library	3,004,687	72,706	14,092	77,290	(2,840,599)	(3,132,796)	0	0
Total	$ 33,762,170	$ 6,286,138	$ 1,039,178	$ 1,588,884	$ (24,847,970)	$ (23,288,604)		
Component unit:								
Library Foundation	$ 58,755	$ 0	$ 159,086	$ 7,895			$ 108,226	$ 64,090
General revenues:								
Taxes:								
Ad Valorem (real and personal property)					15,084,993	14,720,970	0	0
Sales and use					10,142,427	9,889,449	0	0
Other taxes					242,618	178,386	0	0
Utility taxes					1,288,163	1,284,421	0	0
Franchise fees					582,375	641,751	0	0
Investment earnings					182,262	298,391	269,174	314,076
Gain on sale/disposal of capital assets					117,480	103,652	0	0
Miscellaneous revenues					20,370	17,778	2,803	3,897
Transfers					4,477	20,885	(4,477)	(20,885)
Total general revenues and transfers					27,665,165	27,155,683	267,500	297,088
Change in net position					2,817,195	3,867,079	375,726	361,178
Net assets at beginning of year (as originally reported)					114,910,685	111,363,471	3,701,998	3,340,820
Prior period adjustments					0	(319,865)	0	0
Net position at beginning of year, as restated					114,910,685	111,043,606	3,701,998	3,340,820
Net position at end of year					$ 117,727,880	$ 114,910,685	$ 4,077,724	$ 3,701,998

See accompanying notes to basic financial statements.

APPENDIX 1

City of Mountain Brook, Alabama
Balance Sheet
Governmental Funds
September 30, 2014

	General	Capital Projects	Debt Service	Other Governmental Funds	Total Governmental Funds
ASSETS					
Cash and temporary investments	$ 12,445,515	$ 12,653,237	$ 3,688,993	$ 1,287,023	$ 30,074,768
Cash and temporary investments - restricted	204,853	0	0	0	204,853
Receivables	1,905,543	62,956	0	76,705	2,045,204
Due from related organizations	85,443	0	0	0	85,443
Inventory and prepaid expenses	418,764	0	0	0	418,764
TOTAL ASSETS	$ 15,060,118	$ 12,716,193	$ 3,688,993	$ 1,363,728	$ 32,829,032
LIABILITIES					
Accounts payable	$ 509,800	$ 326,784	$ 0	$ 6,642	$ 843,226
Accrued salaries and wages	748,505	0	0	0	748,505
Due to related organizations	63,797	0	0	0	63,797
Other liabilities	638,326	0	0	0	638,326
TOTAL LIABILITIES	1,960,428	326,784	0	6,642	2,293,854
Pension obligation (see Note 6)					
FUND BALANCES					
Nonspendable	418,764	0	0	0	418,764
Restricted	0	0	0	1,357,086	1,357,086
Committed	54,005	12,389,409	0	0	12,443,414
Assigned	2,574,925	0	3,688,993	0	6,263,918
Unassigned	10,051,996	0	0	0	10,051,996
TOTAL FUND BALANCES	13,099,690	12,389,409	3,688,993	1,357,086	30,535,178
TOTAL LIABILITIES AND FUND BALANCES	$ 15,060,118	$ 12,716,193	$ 3,688,993	$ 1,363,728	$ 32,829,032

See accompanying notes to basic financial statements

City of Mountain Brook, Alabama
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
September 30, 2014

Fund balance - total governmental funds		$ 30,535,178
Amounts reported for governmental activities in the statement of net position are different because:		
Note receivable charged to capital outlay in the fund financial statements less principal recoveries.		136,395
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.		
Governmental capital assets	$ 137,217,980	
Less accumulated depreciation	(55,870,990)	81,346,990
Net pension assets are not current financial resources and therefore are not reported in the governmental funds balance sheet.		10,651,655
Net OPEB assets are not current financial resources and therefore are not reported in the governmental funds balance sheet.		1,804,899
Long-term liabilities are not due and payable in the current period and therefore, they are not reported in the governmental funds balance sheet.		
Governmental bonds payable	(3,885,000)	
Compensated absences	(2,786,528)	
Accrued interest payable	(75,709)	(6,747,237)
Net position of governmental activities		$ 117,727,880

See accompanying notes to basic financial statements.

APPENDIX 1

City of Mountain Brook, Alabama
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
Year Ended September 30, 2014

	General	Capital Projects	Debt Service	Other Governmental Funds	Total Governmental Funds
Revenues:					
Taxes	$ 27,859,243	$ 0	$ 0	$ 374,880	$ 28,234,123
Licenses and permits	4,526,419	0	0	0	4,526,419
Intergovernmental	85,443	0	0	0	85,443
Charges for services	764,433	0	0	396,418	1,160,851
Fines and forfeitures	577,844	0	0	185,843	763,687
Grants	100,187	857,939	0	0	958,126
Other operating revenues	380,896	214,790	14,503	180,502	790,691
Total revenues	34,294,465	1,072,729	14,503	1,137,643	36,519,340
Expenditures:					
Current (operating):					
General government	4,856,992	439,734	806	252,188	5,549,720
Public safety	13,284,027	1,019,576	0	409,934	14,713,537
Street and sanitation	6,100,185	1,680,544	0	825,514	8,606,243
Recreational	1,043,408	457,057	0	0	1,500,465
Library	2,711,384	204,342	0	0	2,915,726
Debt service:					
Principal	0	0	205,000	0	205,000
Interest	0	0	155,391	0	155,391
Total expenditures	27,995,996	3,801,253	361,197	1,487,636	33,646,082
Excess (deficiency) of revenues over expenditures	6,298,469	(2,728,524)	(346,694)	(349,993)	2,873,258
Other financing sources (uses):					
Operating transfers in	0	4,782,952	660,391	273,707	5,717,050
Operating transfers (out)	(5,346,815)	(360,391)	0	(9,844)	(5,717,050)
Operating transfers in - component unit	4,477	0	0	0	4,477
Donations	82,290	62,282	0	0	144,572
Total other financing sources (uses)	(5,260,048)	4,484,843	660,391	263,863	149,049
Excess of revenues and other financing sources over expenditures and other financing uses	1,038,421	1,756,319	313,697	(86,130)	3,022,307
Fund balances, beginning of year (as originally reported)	12,061,269	10,506,920	3,375,296	1,443,216	27,386,701
Prior period adjustments	0	126,170	0	0	126,170
Fund balances, beginning of year (as restated)	12,061,269	10,633,090	3,375,296	1,443,216	27,512,871
FUND BALANCES, END OF YEAR	$ 13,099,690	$ 12,389,409	$ 3,688,993	$ 1,357,086	$ 30,535,178

See accompanying notes to basic financial statements.

APPENDIX 1

City of Mountain Brook, Alabama
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of Governmental Funds to the Government-wide Statement of Activities
September 30, 2014

Net change in fund balances - total governmental funds		$ 3,022,307
Amounts reported for governmental activities in the statement of activities are different because:		
Construction loan principal receipts charged to other operating revenues in the governmental funds and as a reduction in the note receivable in the statement of net position.		(77,585)
Governmental funds report capital outlays as expenditures. However, in the government-wide statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.		
Expenditures for capital assets	$ 4,028,993	
Less current year depreciation	(4,826,928)	(797,935)
Net book value of assets disposed during the year.		(11,437)
The net effect of transactions involving net pension assets is to increase net position.		156,336
The net effect of transactions involving net OPEB assets is to increase net position.		367,956
Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		205,000
Some expenses reported in the government-wide statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Change in long-term compensated absences	(51,419)	
Change in accrued interest payable	3,972	(47,447)
Change in net position of governmental activities		$ 2,817,195

See accompanying notes to basic financial statements.

City of Mountain Brook, Alabama
Statement of Fiduciary Net Position
Other Post-Employment Benefits Trust Fund
September 30

	2014	2013
ASSETS		
Certificates of deposit, at fair value	$ 1,571,336	$ 1,260,448
TOTAL ASSETS	1,571,336	1,260,448
LIABILITIES		
Accounts payable and accrued liabilities	0	0
TOTAL LIABILITIES	0	0
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS	$ 1,571,336	$ 1,260,448

See accompanying notes to basic financial statements.

APPENDIX 1

City of Mountain Brook, Alabama
Statement of Changes In Fiduciary Net Position
Other Post-Employment Benefits Trust Fund
Year Ended September 30

	2014	2013
ADDITIONS		
Contributions		
Employer	$ 659,756	$ 670,923
Plan members	136,765	128,202
Investment earnings	14,110	15,375
TOTAL ADDITIONS	810,631	814,500
DEDUCTIONS		
Benefits	496,521	479,125
Administrative expense	3,222	262
TOTAL DEDUCTIONS	499,743	479,387
NET INCREASE	310,888	335,113
Net position held in trust for other post-employment benefits, beginning of year	1,260,448	925,335
NET POSITION HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS, END OF YEAR	$ 1,571,336	$ 1,260,448

See accompanying notes to basic financial statements.

1. **Summary of significant accounting policies**
The City of Mountain Brook, Alabama (the City) was incorporated on March 24, 1942. The City operates under the Council-Manager form of government organized to comply with the provisions of Title 11, Chapter 43, Sections 20-22 of the Code of Alabama 1975, as amended. The City Council is composed of five officials all of whom are elected at-large. The members of the City Council and Mayor hold office for four year terms. The terms of office for the elected officials are staggered (beginning in October 2004) with Council places 1, 3, and 5 up for election in even years and Council places 2 and 4 and the Mayor's office up for election in odd years. The next election is scheduled for August 23, 2016. The City Manager is appointed by the City Council as the executive officer to serve at the will and pleasure of that body. The Mayor and members of the City Council receive no salary or other compensation for their service to the City.

A. Accounting and reporting
The City of Mountain Brook, Alabama complies with generally accepted accounting principles (GAAP). GAAP includes all relevant Governmental Accounting Standards Board (GASB) pronouncements.

B. Related organizations
The City is also responsible for appointing the Board of Trustees of the Mountain Brook Board of Education (the Board). However, the City has no control or influence in the presentation or adoption of the Board's annual operating budget; the City is not responsible for any budget deficits incurred by the Board; and the Board has the authority to issue debt securities which are neither secured by the City's revenues or obligations of the City. Accordingly, the financial statements of the Board are not presented in the accompanying financial statements because the City is not considered to be financially accountable for the Board.

During years ended September 30, 2014 and 2013, the City reported the following revenues from the Board:

	2014	2013
General Fund		
Community athletic fields shared maintenance	$ 85,443	$ 84,547
High school sewer treatment facility maintenance	7,200	7,200
Total	$ 92,643	$ 91,747

At September 30, 2014 and 2013, the City reported receivables from the Board in the amounts as follows (See Note 3):

	2014	2013
General Fund		
Community athletic fields shared maintenance	$ 85,443	$ 84,547
Total	$ 85,443	$ 84,547

The City receives 36.7 mills of the 99.0 mill property tax (Note 1.R.) from Jefferson County. From the 36.7 mills, the City transfers 10.6 mills to the Board. For financial reporting purposes, the City includes the net property tax of 26.1 mills in its General Fund revenues. At September 30, 2014 and 2013, the City owed the Board $63,797 and $58,967, respectively, for its share of property taxes which is included in other liabilities of the General Fund.

In 1998, the City agreed to serve as the fiscal agent for the third phase of the Board's improvements to the community athletic fields. The improvements totaling approximately $1 million were financed through the issuance of Series 1998-A general obligation warrants. The athletic fields are maintained by the City's Parks and Recreation Department. The routine maintenance of the fields are shared by the City (1/3), the Board (1/3), two unaffiliated local athletic groups - Mountain Brook Athletics, Inc. (1/6), and Mountain Brook Soccer Club, Inc. (1/6).

APPENDIX 1

In 2005, the City entered into a long-term lease agreement with the Mountain Brook Sports Park Foundation (MBSPF), a non-profit organization. Under the terms of the agreement, MBSPF was granted the right to use City land to be used primarily for community soccer fields. MBSPF paid for the construction of such fields from private donations and a $500,000 loan from the City. The construction costs totaled $1,952,936. In 2009, MBSPF constructed a restroom/concession stand at the complex which was financed from private donations, a contribution from the City in the amount of $62,500, and a loan from the City in the amount of $62,500. The outstanding loan balance of $136,395 and $213,980 has been presented as a note receivable in the statement of net position as of September 30, 2014 and 2013, respectively.

During the years ended September 30, 2014 and 2013, the City reported the following transactions in conjunction with the above joint ventures which are included in the General Fund in the accompanying financial statements:

	2014	2013
Revenues		
The Board of Education	$ 41,207	$ 41,882
Mountain Brook Athletics, Inc.	20,604	20,941
Mountain Brook Soccer Club, Inc.	20,604	20,941
Charges for services (MBSPF)	84,732	84,732
Total revenues	167,147	168,496
Expenditures		
Recreational (operating and maintenance)	121,471	126,394
Capital outlay ($1,952,936 cumulative)	0	0
Total expenditures	121,471	126,394
Other financing sources (uses), net		
Transfers to City General Fund	(43,525)	(42,850)
Net other financing sources	(43,525)	(42,850)
Excess (deficiency) of revenues and other financing sources over expenditures and other assets	2,151	(748)
Fund balance (deficit) at the beginning of the year	(748)	0
Fund balance (deficit) at the end of the year	$ 1,403	$ (748)

The City and School Board fulfilled their respective financial commitments in 2005. The general obligation warrants were repaid in 2008 with funds donated to the City for that purpose.

Another related organization is The Mountain Brook Library Foundation ("the Foundation"). The Foundation is a non-profit organization formed for the benefit of the Emmet O'Neal Library, a department of the City. Several of the Foundation's Board members are also members of The Emmet O'Neal Library Board. The Foundation has received contributions from individual, corporation, and private foundations that were utilized to construct, furnish, and equip the City's library facilities. These facilities were contributed to the City of Mountain Brook during 2001, and are included in the accompanying financial statements.

The financial position and results of operations of the Foundation are reported as a component unit of the City in the accompanying government-wide financial statements. A copy of the Foundation's audited financial statements may be obtained from The Emmet O'Neal Library Board, 50 Oak Street, Mountain Brook, Alabama 35213.

C. Government-wide Financial Statements

The Statement of Net Position and Statement of Activities display information about the reporting government as a whole. They include all funds of the reporting entity except for fiduciary funds and component units that are fiduciary in nature.

Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues.

The statement of activities demonstrates the degree to which the direct expense of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

D. Fund Financial Statements

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for in a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditure/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary (the City had no proprietary funds at year end). An emphasis is placed on major funds within the governmental categories. A fund is considered major if it is the primary operating fund of the City or meets the following criteria:

1. Total assets, liabilities, revenues, or expenditures/expenses of that individual governmental fund are at least ten percent (10%) of the corresponding total for all funds of that category or type; and

2. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental fund are at least five percent (5%) of the corresponding total for all governmental funds combined.

The City may also elect to present a fund as major if it does not meet the above criteria to emphasize the importance of a certain fund's activity.

The funds of the financial reporting entity are described below:

Governmental funds

A. General Fund

The General Fund is the principal fund of the City and is always classified as a major fund. It is used to account for all revenues and expenditures applicable to the general operations of city government which are not properly accounted for in another fund. All general operating revenues which are not restricted or designated as to their use by outside sources are recorded in the General Fund.

B. Special Revenue Funds

Special Revenue Funds are used to account for the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes.

C. Debt Service Funds

The Debt Service Fund is used to account for financial resources related the City's debt service. In addition, the City is accumulating resources in the Debt Service Fund for the possible a) early redemption of its Series 2007 General Obligation Warrants (see Note 5) or b) future repayment of its unfunded pension obligation (see Note 6).

APPENDIX 1

City of Mountain Brook, Alabama

Notes to Financial Statements

D. Capital Projects Funds

Capital Projects Funds are used to account for, and demonstrate compliance with, legal and contractual provisions and to compile data related to financial resources to be used for the acquisition or construction of major fixed assets other than those financed by special assessments.

Major and non-major funds

The General Fund, Capital Projects Funds, and Debt Service Fund are classified as major funds and are described above. The City has elected to present all Capital Projects Funds and the Debt Service Fund as major funds to reflect the importance of their activity separately from other non-major funds regardless of whether these funds meet the reporting criteria described above.

The Special Revenue Funds are classified as non-major and are described above.

E. Fund Balance

Fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of the resources in the governmental funds. The classifications are as follows:

Nonspendable - The nonspendable fund balance category includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash. It also includes the long-term amount of intrafund loans, if any.

Restricted - Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation (City ordinances).

Enabling legislation authorizes the City to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation. Legal enforceability means that the City can be compelled by an external party such as residents, public interest groups, or the judiciary to use resources created by enabling legislation only for the purposes specified by the legislation.

Committed - The committed fund balance classification includes amounts that can be used only for the specific purposes imposed by formal action (ordinance) of the City Council. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by taking the same type of action (ordinance) it employed to previously commit those amounts. In contrast to fund balance that is restricted by enabling legislation, the committed fund balance classification may be redeployed for other purposes with appropriate due process. Constraints imposed on the use of committed amounts are imposed by the City Council, separate from the authorization to raise the underlying revenue; therefore, compliance with these constraints are not considered to be legally enforceable. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

City of Mountain Brook, Alabama

Notes to Financial Statements

Assigned – Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the General Fund, assigned fund balance represents the remaining amount that is not restricted or committed. In the General Fund, assigned amounts represent intended uses established by City Council or a City official delegated that authority by City ordinance.

Unassigned - Unassigned fund balance is the residual classification for the General Fund and includes all spendable amounts not contained in the other classifications. In other governmental funds, the unassigned classification is used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

The City applies restricted resources first when expenditures are incurred for purposes for which either restricted or unrestricted (committed, assigned, and unassigned) amounts are available. Similarly, within unrestricted fund balance, committed amounts are reduced first followed by assigned, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

The constraints placed on fund balance for the major governmental funds and all other governmental funds are presented below:

Fund Balances	General	Capital Projects	Debt Service	Other Governmental Funds	Total
Nonspendable:					
Prepaid expenses	$ 346,913	$ 0	$ 0	$ 0	$ 346,913
Inventory	71,851	0	0	0	71,851
Total Nonspendable	418,764	0	0	0	418,764
Restricted:					
Emergency Communication District (E911)	0	0	0	547,885	547,885
State Shared Gasoline Taxes:					
5 Cent	0	0	0	46,912	46,912
7 Cent	0	0	0	600,635	600,635
4 Cent	0	0	0	130,259	130,259
2 Cent	0	0	0	31,395	31,395
Total Restricted	0	0	0	1,357,086	1,357,086
Committed:					
Capital Projects	0	12,389,409		0	12,389,409
Library Endowment	54,005	0	0	0	54,005
Total Committed	54,005	12,389,409	0	0	12,443,414
Assigned:					
Emergency Reserve Fund	2,400,000	0	0	0	2,400,000
Debt Service Fund	0	0	3,688,993	0	3,688,993
Asset Forfeitures	20,100	0	0	0	20,100
Library Book Fund	143,855	0	0	0	143,855
Community Fund	10,970	0	0	0	10,970
Total Assigned	2,574,925	0	3,688,993	0	6,263,918
Unassigned	10,051,996	0	0	0	10,051,996
Total Fund Balances	$13,099,690	$12,389,409	$ 3,688,993	$ 1,357,086	$30,535,178

APPENDIX 1

F. Measurement focus and basis of accounting

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement focus

On the Government-wide Statement of Net Position and the Statement of Activities, governmental activities are presented using the "economic resources" measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets and liabilities (whether current or noncurrent) associated with their activities are reported.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate. All governmental funds utilize a "current financial resources" measurement focus. Only current financial assets and liabilities are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

Basis of accounting

In the Government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used. Revenues, expenses, gains, losses, assets and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when "measurable and available". Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or generally within sixty days after year end. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are reported when due.

G. Encumbrances

In the Fund Financial Statements, the City does not utilize encumbrance accounting techniques which means that fund balances are not committed or assigned upon the issuance of purchase orders. Expenditures are recorded at the time of a purchase or the incurrence of a liability.

H. Worker's compensation

The City provides workers' compensation coverage to its employees as required by law. In February 2013, the City implemented a high deductible insurance program for its workers' compensation program administered by the Municipal Workers' Compensation Fund (MWCF). The MWCF assumed the administration of open claims incurred prior to February 1, 2013 when the City was self-insured (with excess loss coverage). The City's exposure for workers' compensation claims is since February 1, 2013 is as follows:

	Liability Limits	
For claims incurred on or after:	Specific	Aggregate
February 1, 2014	$ 300,000	$ 845,467
February 1, 2013	250,000	909,034

Prior to February 1, 2013, the City's excess loss coverage paid losses for specific claims over $500,000 and (two-year) aggregate claims costs over $1,500,983 (limited to $2 million in coverage).

Pursuant to regulations promulgated by the State of Alabama Department of Industrial Relations with respect to self-insured workers' compensation programs, the City engages an actuary evey three years to determine its discounted total estimated liability for outstanding workers' compenstion claims. The actuarial valuation of the discounted total estimated liability for outstanding claims was $256,404 as of September 30, 2014 and $616,407 as of September 30, 2011. The accompanying financial statements include an estimated accrual of unpaid workers' compensation claims as of of September 30, 2014 and 2013 in the amount of $330,600 and $690,200, respectively. Workers' compensation cost charged by the City during 2014 and 2013 was approximately ($149,000) and $155,000, respectively. The decrease in workers' compensation costs charged to operations in 2014 is the result of the City's change from a self-insured program to a high deductible program which in turn resulted in the reduction of the actuarially determined discounted estimated total liability for outstanding claims described above.

I. Cash and temporary investments

Cash resources of various funds are combined to form a cash and investment pool. Interest from this pool is allocated monthly to each fund based on their respective month-end cash and investment balances. Restricted cash and temporary investments of $204,853 and $211,803 as of September 30, 2014 and 2013, respectively, represent temporary and permanently restricted funds donated to the Emmet O'Neal Library, a department of the City.

J. Receivables

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivable balances for the governmental activities include sales and use taxes and road and bridge taxes.

In the fund financial statements, material receivables in governmental funds include the receivables mentioned in the preceding paragraph and other similar intergovernmental revenues since they are usually both measurable and available. Non-exchange transactions collectible but not available are deferred in the fund financial statements in accordance with modified accrual, but not deferred in the government-wide financial statements in accordance with the accrual basis. Interest and investment earnings are recorded when earned generally if paid within 60 days since they would be considered both measurable and available.

K. Equity classifications

Government-wide Statements

Equity is classified as net position and displayed in three components:

1. Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

2. Restricted - Constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

3. Unrestricted - All other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt".

Fund Statements

Governmental fund equity is classified as fund balance. Fund balance is further classified in accordance with section E. of this note.

L. Long-term debt

The accounting treatment of long-term debt depends on whether the assets are reported in the government-wide or fund financial statements.

All long-term debts to be repaid from governmental resources are reported as liabilities in the government-wide statements. The long-term debt consists primarily of bonds payable and accrued compensated absences.

Long-term debt for governmental funds is not reported as a liability in the fund financial statements. The debt proceeds are reported as other financing sources and payment of principal and interest reported as expenditures.

APPENDIX 1

M. Compensated absences

Full-time City employees earn sick leave at the rate of one day per month of service and can accumulate up to sixty days of sick leave. Vacation leave is earned at graduated rates based on length of service (one day per month of service initially, one and one-half days per month of service after twelve years, and two days per month of service after twenty-five years). Employees are allowed to accumulate up to forty days of vacation leave (sixty for sworn police officers and firefighters).

A full-time employee may retire after twenty-five years of creditable service or after attaining sixty years of age with at least ten years of creditable service. A retiring employee or separating employee in good standing receives termination pay equivalent to their unused vacation pay not to exceed forty days. In addition, a retiring employee or separating employee in good standing with five years of service receives termination pay based on 50% of their accrued sick leave limited to thirty days pay.

The Government-wide Statement of Net Position includes a noncurrent liability for compensated absences in the amount of $2,786,528 as of September 30, 2014 and $2,735,109 as of September 30, 2013. The City paid $-0- and $11,821 after September 30, 2014 and 2013, respectively, representing all vested compensated absences to employees who retired or otherwise ended their employment with the City prior to year end. Such amounts have been reported as current liabilities in the Government-Wide Statement of Activities.

N. Longevity pay plan

The City has a longevity pay plan which covers all full-time employees that have completed a minimum of six years of service as of September 30. Longevity pay for a qualifying employee is the product of the percentage factor (which is based on the number of years of completed services) and their annual rate of pay. The percentage factor is 1.5% after six years and increases 0.5% per year to a maximum rate of 8.5% which is attained after twenty years of service. The plan also limits the City's maximum annual longevity pay to a total of $440,000 in 2014 and 2013. The City has adopted the informal policy of liquidating the liability for longevity pay in November of each year. The liability for longevity pay as of September 30, 2014 and September 30, 2013 reported in the Government-Wide and Fund financial statements totaled $433,120 and $434,258, respectively.

O. Holiday pay

Holiday pay can be accumulated (principally police and fire personnel) up to 80 hours. Accumulations in excess of 80 hours are not permitted and such time is paid to employees as earned.

P. Pension expense

All full-time employees participate in the City's defined benefit pension plan. The City funds pension expense as actuarially determined and required by the plan (Note 6).

Q. Intrafund transactions

During the course of normal operations, the City incurs numerous transactions between funds to provide services, construct or acquire assets, service debt, etc. These transactions are generally reported as operating transfers except in instances where the transfer represents the reimbursement to a fund for expenditures incurred for the benefit of another fund. Following is a summary of the operating transfers between funds during the year ended September 30, 2014:

	General	Capital Projects	Debt Service Fund	Other Governmental Funds
Operating transfers in (out):				
Capital transfers for the payment of current year asset acquisitions and the future replacement of capital assets	$ (4,773,108)	$ 4,782,952	$ 0	$ (9,844)
Corrections fund transfer to fund operations	(173,707)	0	0	173,707
Debt service transfer for the accumulation of funds for the future repayment of City obligations	(300,000)	0	300,000	0
Debt service fund transfer for the repayment of General Obligation principal and interest	0	(360,391)	360,391	0
Gasoline tax fund transfer to supplement the annual street resurfacing program	(100,000)	0	0	100,000
Operating transfers, net	$ (5,346,815)	$ 4,422,561	$ 660,391	$ 263,863

Following is a summary of the operating transfers between funds during the year ended September 30, 2013:

	General	Capital Projects	Debt Service Fund	Other Governmental Funds
Operating transfers in (out):				
Capital transfers for the payment of current year asset acquisitions and the future replacement of capital assets	$ (4,092,264)	$ 4,092,264	$ 0	$ 0
Corrections fund transfer to fund operations	(132,397)	0	0	132,397
Debt service transfer for the accumulation of funds for the future repayment of City obligations	(300,000)	0	300,000	0
Debt service fund transfer for the repayment of General Obligation principal and interest	0	(358,141)	358,141	0
Gasoline tax fund transfer to supplement the annual street resurfacing program	(100,000)	0	0	100,000
Operating transfers, net	$ (4,624,661)	$ 3,734,123	$ 658,141	$ 232,397

Intrafund receivables and payables between funds within governmental activities are eliminated in the Statement of Net Position. The purpose of the intrafund receivable balance, if any, to non-major governmental funds from the General fund is for the reimbursement of operating expenditures paid from non-major governmental funds on behalf of the General fund.

Permanent reallocations of resources between funds of the reporting entity are classified as intrafund transfers. For the purposes of the Statement of Activities, all intrafund transfers between individual governmental funds have been eliminated.

R. Property taxes

All ad valorem (real property) taxes levied by municipalities in Jefferson County, Alabama are assessed by the Jefferson County Tax Assessor and collected by the Jefferson County Tax Collector. The Jefferson County Tax Assessor attaches taxes as enforceable liens on property as of September 30 and taxes become due October 1 through December 31. Property taxes not paid by January 1 are considered delinquent. Personal property taxes are also collected by the Jefferson County Tax Collector and are due throughout the year. After collecting property taxes, the Jefferson County Tax Collector remits the City's portion by check monthly. Taxes collected by the Jefferson County Tax Collector before the fiscal year end but remitted to the City after September 30 are accrued in the General Fund.

APPENDIX 1

For years beginning October 1, 1996, assessed values are calculated by multiplying the market value by the following percentages:

Residential owner occupant	10%
All other	20%

Millage distributions for real and personal property located within the City's corporate limits are as follows:

Entity	Mills	Amount Per $100 of Assessed Value
State of Alabama	6.5	$ 0.65
Jefferson County Commission	13.5	1.35
County-wide school tax	8.2	0.82
Mountain Brook Board of Education	44.7	4.47
City of Mountain Brook General Fund	26.1	2.61
	99.0	$ 9.90

S. Major revenue sources and taxpayers

The City's primary sources of revenue include ad valorem taxes, sales utility taxes, and use taxes, and business licenses. Collectively, these taxes and licenses totaled approximately $27.5 million (80%) and $26.9 million (80%) of the total General Fund revenues during the years ended September 30, 2014 and 2013, respectively. Of the City's taxpayers, Macy's Department Store, Alabama Power Company, Western Supermarket, Publix (grocery store), Whole Foods, Energen Corporation (gas company), Diamonds Direct, and Marcus Cable (doing business as Charter Communications) collectively, provided approximately $6.4 million (19%) and $6.3 million (19%) of the City's total General Fund revenues during the years ended September 30, 2014 and 2013, respectively.

T. Expenditures/Expenses

In the government-wide financial statements, expenses are classified by function for the governmental

In the fund financial statements, expenditures are classified as follows:

Governmental Funds - By Character: Current (further classified by function and includes Capital Outlay)
Debt Service

In the fund financial statements, governmental funds report expenditures of financial resources.

U. Inventory

Inventory items are valued at cost which approximates market. The cost of inventory is recorded as expenditures when consumed rather than when purchased.

V. Comparative Data

Comparative total data for the prior year has been presented in selected sections of the accompanying financial statements in order to provide an understanding of the changes in the City's financial position and operations. Certain reclassifications have been made to previous year's presentation to conform with the current year presentation. Such reclassifications have had no net effect on the statements previously reported.

W. Fixed Assets

The accounting treatment over property, plant, and equipment (fixed assets) depends on whether the assets are reported in the government-wide or fund financial statements. In the government-wide financial statements, fixed assets with initial individual costs of more than $1,000 (amounts not rounded) and an estimated useful life in excess of one year are accounted for as capital assets. All fixed assets are valued at historical cost, or estimated historical cost if actual is unavailable, except for donated fixed assets which are recorded at their estimated fair value at the date of donation. Historical cost was used to value the majority of

Prior to October 1, 2003, governmental funds' infrastructure assets were not capitalized. These assets have been valued at historical cost or estimated historical costs.

Depreciation of all exhaustible fixed assets is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

- Buildings	20-50 years
- Improvements	10-50 years
- Machinery and Equipment	3-20 years
- Infrastructure	5-75 years

Fund financial statements

In the fund financial statements, fixed assets used in governmental fund operations are accounted for as expenditures of the governmental function upon acquisition.

X. Management estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, contingent liabilities and the reported amount of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Y. Subsequent events

The City has evaluated subsequent events through the date these financial statements were available to be issued.

2. **Deposits and Investments, Interest rate risk, credit risk, and custodial risk**

At September 30, 2014, the City had the following cash and investments and maturities:

		Investment Maturity in Years		
	Fair Value	Less Than 1	1 - 2	3 - 5
Cash on-hand	$ 2,760	$ 2,760	$ 0	$ 0
Bank deposits	12,308,746	12,308,746	0	0
Investments:				
Cash and money market accounts	9,808	9,808	0	0
Certificates of deposit	17,923,615	7,187,060	9,730,685	1,005,870
576 shares VMC common stock (donated)	34,692	0	0	34,692
Total portfolio	$30,279,621	$19,508,374	$ 9,730,685	$ 1,040,562

APPENDIX 1

City of Mountain Brook, Alabama

Notes to Financial Statements

At September 30, 2014, the discretely presented component unit had the following cash and investments and maturities:

	Fair Value	Investment Maturity in Years: Less Than 1	1 - 2	3 - 5
Bank deposits	$ 31,470	$ 31,470	$ 0	$ 0
Money market	417,371	417,371	0	0
Mutual funds	2,916,744	2,916,744	0	0
Total portfolio	$ 3,365,585	$ 3,365,585	$ 0	$ 0

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy restricts General Fund investments to those with maturities of two years or less and Capital Project and Debt Service Fund investments to those with maturities of five years or less. Cash and investment maturities (excluding the discretely presented component unit) as of September 30, 2014, were as

Maturity	Portion of Portfolio
Less than one year	64.43%
1 - 2 years	32.14%
3 - 5 years	3.43%
	100.00%

Credit Risk. Act No. 2000-748 of the Code of Alabama requires that all public deposits held in banks be secured by collateral pledged to the Security for Alabama Funds Enhancement (SAFE) collateral pool established in the Office of the State Treasurer. The City's policy is to deposit funds only in financial institutions that are qualified public depositories of the State of Alabama SAFE program or other federally insured financial institutions. All of the City's bank deposits are either insured by Federal Depository Insurance (FDIC) or collateralized in accordance with Act 2000-748.

The City's investment policy allows for up to 100% of the portfolio to be invested in direct obligations of the U.S. government or federal agencies thereof in accordance with Sec. 11-81-19 and t1-81-21 of the Code of Alabama. At September 30, 2014, the City had invested $17.9 million in certificates of deposit. Of the City's $17.9 million investment in certificates of deposit, the City had no instances where it had invested more than $250,000 with a financial institution located outside of the State of Alabama. Following is a summary of the City's top holdings in its cash and investment portfolio:

Description/Creditor	Fair Value	Portion of Portfolio
Iberia Bank (cash deposit accounts)	$10,562,378	34.88%
Regions Bank (cash deposit accounts)	1,746,368	5.77%
Morgan Stanley (cash, deposits, money market funds)	9,808	0.03%
All other (cash on-hand, U.S. Treasuries, and common stock)	37,452	0.12%
Various financial institutions - certificates of deposit	t7,923,615	59.20%
	$30,279,621	100.00%

The discretely presented component unit does not follow the investment policies of the City. Their policy allows for investments that may potentially produce the highest returns on capital. The following are the holdings in the discretely presented component unit's cash and investment portfolio:

City of Mountain Brook, Alabama

Notes to Financial Statements

Description	CUSIP	Fair Value	Portion of Portfolio
Bank demand deposit accounts		$ 196,284	5.83%
Prime Money Market Fund		252,557	7.50%
Chase Growth Fund (35,542.980 shares)	CHASX	524,614	15.59%
Dodge & Cox International Stock (8,942.265 shares)	DODFX	404,0t2	12.00%
Longleaf Partner Family Value Tr #133 (14,055.286 shares)	LLPFX	490,530	14.57%
PIMCO All Asset Fund Institutional Class (44,924.667 shares)	PAAIX	551,675	16.39%
PIMCO Low Duration Fund Institutional Class (32, t60.317 shares)	PTLDX	331,251	9.84%
Vanguard Convert Securities (44,379.883 shares)	VCVSX	614,662	18.28%
		$ 3,365,585	100.00%

Custodial Risk. For an investment, custodial risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City's investments in certificates of deposit and U. S. Treasury Notes are held in trust by the City's custodians in the name of the custodian. The discretely presented component unit's investments are held in book entry form and in trust by its custodian in the name of the custodian. The discretely presented component unit had uninsured deposits in the amount of $t98,841 at September 30, 2014.

3. **Receivables**

Receivables at September 30, consisted of the following:

	2014: General Fund	Capital Projects	Other Governmental Funds	Total	2013 Total
Taxes	$ t,815,936	$ 0	$ 35,502	$ 1,851,438	$ t,766,75t
E-911 surcharge	0	0	41,203	41,203	1t,928
Board of Education	85,443	0	0	85,443	84,547
Grants	0	62,956	0	62,956	170,315
Other	89,607	0	0	89,607	128,041
Totals	$ 1,990,986	$ 62,956	$ 76,705	$ 2,130,647	$ 2,t6t,582

The City loaned the Mountain Brook Sports Park Foundation (MBSPF), a nonprofit organization established to raise funds for the exclusive benefit of Mountain Brook Soccer Club, $500,000 for their initial (2005) construction of athletic playing fields and $62,500 for their (2009) construction of a concession/restroom facility at the fields (Note 1.B.). The terms of the loan were renegotiated in May 2011. The loan is to be repaid in sixty (60) monthly installments of $7,061 including interest at 4% beginning in June 2011. The outstanding balance reported in the statement of net position at September 30, 2014 and 2013 totaled $136,395 and $213,980, respectively. The current portion reported at September 30, 2014 and 2013 was $80,746 and $77,585, respectively. The City collected interest totaling $7,147 in 20t4 and $10,184 in 2013.

APPENDIX 1

4. Capital assets

Following is a summary of the changes in the City's capital assets for the year ended September 30, 2014:

	Balance at September 30, 2013	Additions	Disposals/ Retirements/ Completed	Balance at September 30, 2014
Capital assets, not being depreciated:				
Land	$18,698,005	$ 0	$ 0	$18,698,005
Construction in progress	2,762,906	1,511,034	(3,419,866)	854,074
Total capital assets, not being depreciated	21,460,911	1,511,034	(3,419,866)	19,552,079
Capital assets, being depreciated:				
Land improvements	3,039,881	0	0	3,039,881
Buildings and improvements	34,056,224	537,392	0	34,593,616
Machinery and equipment	21,070,737	1,477,583	(737,292)	21,811,028
Infrastructure	54,481,054	502,984	3,237,338	58,221,376
Total capital assets, being depreciated	112,647,896	2,517,959	2,500,046	117,665,901
Less accumulated depreciated for:				
Land improvements	379,597	25,789	0	405,386
Buildings and improvements	3,744,239	1,107,115	0	4,851,354
Machinery and equipment	15,131,086	1,658,958	(908,383)	15,881,661
Infrastructure	32,697,523	2,035,066	0	34,732,589
Total accumulated depreciation	51,952,445	4,826,928	(908,383)	55,870,990
Total capital assets, being depreciated, net	60,695,451	(2,308,969)	3,408,429	61,794,911
Governmental activities capital assets, net	$82,156,362	$ (797,935)	$ (11,437)	$81,346,990

Depreciation expense was charged to functions of the primary government as follows:

	2014	2013
Governmental activities:		
General government	$ 327,083	$ 144,200
Public safety	1,457,824	1,221,470
Street and sanitation	1,822,094	1,873,655
Recreational	627,945	686,142
Library	591,982	607,287
Total depreciation expense	$ 4,826,928	$ 4,532,754

5. Long-term debt

Long-term debt outstanding as of September 30, 2014, consisted of the following:

	Balance
$5,000,000 General Obligation Warrants, Series 2007 dated October 1, 2007 maturing annually on October 1 through the year 2027 plus interest payable on April 1 and October 1 at rate rates ranging from 3.875% to 4.0% (Note 9)	$ 3,885,000
Total	$ 3,885,000

The total interest paid by the City during the years ended September 30, 2014 and 2013 relative to general obligation warrants was $155,391 and $163,141, respectively. The current debt of the City supports the general government function and, as such, all interest expense has been charged to this function in the Government-wide Statement of Activities. The total amount of interest charged to expense of the general government function for the years ended September 30, 2014 and 2013 was $151,419 and $159,363, respectively.

Following is a summary of long-term debt principal transactions for the year ended September 30, 2014:

General obligation warrant balances at October 1, 2013	$ 4,090,000
Principal payments:	
$5,000,000 General Obligation Warrants, Series 2007	(205,000)
General obligation warrant balances at September 30, 2014	$ 3,885,000

The future principal and interest maturities on the general obligation warrants by fiscal year are as follows:

Fiscal Year	Principal	Interest	Total
2015	$ 210,000	$ 147,350	$ 357,350
2016	220,000	139,019	359,019
2017	230,000	130,300	360,300
2018	240,000	121,194	361,194
2019	245,000	111,797	356,797
Thereafter	2,740,000	513,856	3,253,856
Totals	$ 3,885,000	$ 1,163,516	$ 5,048,516

6. Pension plan

A. Plan description

The City contributes to the Employees' Retirement System of Alabama, an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for various state agencies, departments, and municipalities.

Substantially all employees are members of the Employees' Retirement System of Alabama (RSA). Membership is mandatory for covered or eligible employees of the City. Benefits vest after 10 years of creditable service. Vested employees may retire with full benefits at age 60 or after 25 years of service. Retirement benefits are calculated by two methods with the retiree receiving payment under the method that yields the highest monthly benefit. The methods are (1) Minimum Guaranteed, and (2) Formula, of which the Formula method usually produces the highest monthly benefit. Under this method, retirees are allowed 2.0125% of their average final salary (highest three of the last ten years) for each year of service. Disability retirement benefits are calculated in the same manner. Pre-retirement death benefits in the amount of the annual salary for the fiscal year preceding death is provided to plan members with more than one year of creditable service or $5,000 for those with less than one year of service.

APPENDIX 1

City of Mountain Brook, Alabama

Notes to Financial Statements

The Employees' Retirement System was established as of October 1, 1945, under the provisions of Act 515, Acts of Alabama 1945, for the purpose of providing retirement allowances and other specified benefits for State employees, State police, and on an elective basis to all cities, counties, towns, and quasi-public organizations. The responsibility for general administration and operation of the Employees' Retirement System is vested in the Board of Control. Benefit provisions are established by the Code of Alabama 1975, Sections 36-27-1 through 36-27-103, as amended, Sections 36-27-120 through 36-27-139, as amended, and Sections 36-27B-1 through Sections 36-27B-6. Authority to amend the plan rests with the Legislature of Alabama. However, the Legislature has granted the member agencies the authority to accept or reject various Cost-Of-Living-Adjustments (COLAs) granted to retirees.

The Retirement Systems of Alabama issues a publicly available financial report that includes financial statements and required supplementary information for the Employees' Retirement System of Alabama. That report may be obtained by writing to The Retirement Systems of Alabama, 201 South Union Street (P. O. Box 302150), Montgomery, Alabama 36130-2150.

B. Funding

In 2012, the Alabama Legislature adopted Act 2012-377 which created a new defined benefit pension plan tier ("tier 2") for employees with no previous creditable retirement service hired on or after January 1, 2013. Effective October 1, 2011, the City elected to come under the provisions of Act 2011-676 which requires that covered employees contribute to the pension plan at the rate of 7.5% and 6% of compensation for tier 1 and 2 employees, respectively (8.5% for tier 1 and 7% for tier 2 sworn police officers and firefighters). In addition, the RSA requires that the City remit monthly matching contributions to the pension plan. The City's matching contributions are actuarially determined annually and stated as a percentage of covered compensation. The City's actuarially determined matching contribution for the year ended September 30, 2014 was 11.70% and 11.62% of covered compensation for tier 1 and tier 2 employees, respectively.

For the year ended September 30, 2014, the City's total compensation was approximately $14.5 million and the City's total covered compensation used to determine the City's pension contribution was approximately $14.2 million. The City's policy is to fund the required contribution as actuarially determined by the RSA and stated as a percentage of eligible compensation; however, during 2008, 2007 and 2001, the City elected to contribute $300,000, $7 million and $2 million, respectively, more than the actuarially determined required amount.

Following are the pension contributions for each fiscal year since January 1, 1995:

Year Ended September 30	Employer Contribution	Employer	Employee	Combined
1995*	5.48%	$ 254,000	$ 232,000	$ 486,000
1996	5.48%	368,000	336,000	704,000
1997	6.70%	515,000	390,000	905,000
1998	8.25%	624,000	390,000	1,014,000
1999	9.45%	729,000	394,000	1,123,000
2000	9.45%	828,000	447,000	1,275,000
2001	9.45%	2,853,000	509,000	3,362,000
2002	9.45%	898,000	537,000	1,435,000
2003	8.31%	818,000	556,000	1,374,000
2004	9.83%	996,000	583,000	1,579,000
2005	10.90%	1,168,000	613,000	1,781,000
2006	10.90%	1,209,000	640,000	1,849,000
2007	11.51%	8,303,000	665,000	8,968,000
2008	7.98%	1,308,000	697,000	2,005,000
2009	9.06%	1,140,000	719,000	1,859,000
2010	8.84%	1,091,000	723,000	1,814,000
2011	9.96%	1,357,000	808,000	2,165,000
2012	8.42%	1,016,000	999,000	2,015,000
2013	9.65%	1,226,000	1,108,000	2,334,000
2014	11.70%	1,579,000	1,137,000	2,716,000

* Nine month period from January 1, 1995 through September 30, 1995.

City of Mountain Brook, Alabama

Notes to Financial Statements

C. Funding progress

Following is the schedule of funding progress obtained from most recent actuarial valuation prepared as of September 30, 2013:

Actuarial Valuation Date September 30	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Ratio of UAAL to Covered Payroll (b-a)/c)
2013	43,032,194	65,744,579	22,712,385	65.5%	13,796,658	164.6%

The required schedule of funding progress immediately following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accured liability for benefits. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations.

7. Post-employment benefits

Plan Description. The City of Mountain Brook's medical benefits are provided to employees upon actual retirement through participation in the Local Government Health Insurance Plan (LGHIP) administered by the State Employees' Insurance Board (SEIB).

The employer pays a portion of the medical coverage for the retirees and dependents for a maximum of thirteen years after retirement or, if earlier, until the attainment of Medicare eligibility. The earliest retirement eligibility provisions are as follows: 25 years of service at any age; or, age 60 and 10 years of service (called "Tier I members). Employees hired on and after January 1, 2013 (called "Tier II" members) are eligible to retire only after attainment of age 62 (age 56 for police and firefighters) or later completion of 25 years of service.

Contribution Rates. Employees do not contribute to their post employment benefits costs until they become retirees and begin receiving those benefits. The plan provisions and contribution rates are contained in the official plan documents.

Fund Policy. Until 2006, the City of Mountain Brook recognized the cost of providing post-employment medical benefits (the City of Mountain Brook's portion of the retiree medical benefit premiums) as an expense when the benefit premiums were due and thus financed the cost of the post-employment benefits on a pay-as-you-go basis. In 2014 and 2013, the City of Mountain Brook's portion of health care funding cost for retired employees totaled $359,756 and $350,923, respectively.

Effective October 1, 2006, the City of Mountain Brook implemented Government Accounting Standards Board Statement Number 45, Accounting and Financial Reporting by Employers for Post employment Benefits Other than Pensions (GASB 45). This amount was applied toward the Net OPEB Benefit Obligation as shown in the following table.

Annual Required Contribution. The City of Mountain Brook's Annual Required Contribution (ARC) is an amount actuarially determined in accordance with GASB 45. The ARC is the sum of the Normal Cost plus the contribution to amortize the Unfunded Actuarial Accrued Liability (UAAL). A level dollar, open amortization period of 30 years (the maximum amortization period allowed by GASB 43/45) has been used for the post-employment benefits. The actuarially computed ARC is as follows:

	2014	2013
Normal Cost	$ 117,078	$ 106,399
30-year UAL amortization amount	149,101	144,468
Annual required contribution (ARC)	$ 266,179	$ 250,867

Net Post-employment Benefit Obligation (Asset). The table below shows the City of Mountain Brook's Net Other Post-employment Benefit (OPEB) Obligation for fiscal years ending September 30:

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	2014	2013
Beginning Net OPEB Obligation (Asset)	$(1,436,943)	$(1,035,347)
Annual required contribution	266,179	250,867
Interest on Net OPEB Obligation (Asset)	(57,478)	(41,414)
ARC Adjustment	83,099	59,874
OPEB Cost	291,800	269,327
Contribution	(300,000)	(320,000)
Current year retiree premium	(359,756)	(350,923)
Change in Net OPEB Obligation	(367,956)	(401,596)
Ending Net OPEB Obligation (Asset)	$(1,804,899)	$(1,436,943)

Funded Status and Funding Progress. In the fiscal year ending September 30, 2014 and 2013, the City of Mountain Brook contributed $300,000 and $320,000, respectively, to its post-employment benefits plan over and above the retiree premium costs. The plan with accrued interest and unrealized gains/losses, thus had assets of $1,571,336 and $1,260,448 as of September 30, 2014 and 2013, respectively. Based on the October 1, 2013 actuarial valuation, the most recent valuation, the Actuarial Accrued Liability (AAL) at the end of the year September 30, 2014 was $3,992,253 which is defined as that portion, as determined by a particular actuarial cost method (the City of Mountain Brook uses the Projected Unit Credit Cost Method), of the actuarial present value of post employment plan benefits and expenses which is not provided by normal cost.

Actuarial Valuation Date September 30	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Ratio of UAAL to Covered Payroll (b-a)/c)
2014	1,571,336	3,992,253	2,420,917	39.36%	14,512,291	16.68%

The required schedule of funding progress immediately following the notes to the financial statements presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits. The projection of benefits for financial reporting purposes does not exlicitly incorporate the potential effects of legal or contractual funding limitations.

Actuarial Methods and Assumptions. Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. The actuarial valuation for post employment benefits includes estimates and assumptions regarding (1) turnover rate; (2) retirement rate; (3) health care cost trend rate; (4) mortality rate; (5) discount rate (investment return assumption); and (6) the period to which the costs apply (past, current, or future years of service by employees). Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

The actuarial calculations are based on the types of benefits provided under the terms of the substantive plan (the plan as understood by the City of Mountain Brook and its employee plan members) at the time of the valuation and on the pattern of sharing costs between the City of Mountain Brook and its plan members to that point. The projection of benefits for financial reporting purposes does not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the City of Mountain Brook and plan members in the future. Consistent with the long-term perspective of actuarial calculations, the actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial liabilities and the actuarial value of assets.

Actuarial Cost Method. The ARC is determined using the Projected Unit Credit Cost Method. The employer portion of the cost for retiree medical care in each future year is determined by projecting the current cost levels using the healthcare cost trend rate and discounting this projected amount to the valuation date using the other described pertinent actuarial assumptions, including the investment return assumption (discount rate), mortality and turnover.

Actuarial Value of Plan Assets. Because of the nature of the investments in the trust, we have used actual market value as the actuarial value of assets. It is anticipated that in future valuations, should more volatile investments be used, a smoothed market value consistent with Actuarial Standards Board Actuarial Standards of Practice Number 6 (ASOP 6), as provided in paragraph number 125 of GASB Statement 45 would be used.

Turnover Rate. An age-related turnover scale based on actual experience has been used. The rates, when applied to the active employee census, produce a composite average annual turnover of approximately 10%.

Post-employment Benefit Plan Eligibility Requirements. It has been assumed that entitlement to benefits will commence three years after the earliest eligibility for retirement. Because of the variations in eligibility described under "Plan Description" above, eligibility for retirement has been assumed to be the earlier of: (1), attainment of age 60 with at least fifteen (15) years of service, and (2), completion of thirty (30) years of service at any age. Entitlement to benefits ceases upon the earlier of thirteen years after retirement and the date the retiree becomes eligible for Medicare benefits (whether by age or disability). Medical benefits are provided to employees upon actual retirement.

Investment Return Assumption (Discount Rate). GASB Statement 45 states that the investment return assumption should be the estimated long-term investment yield on the investments that are expected to be used to finance the payment of benefits. Since the ARC is currently being funded and invested with relatively conservative investments, we have performed this valuation using a 4% annual investment return assumption.

Health Care Cost Trend Rate. The expected rate of increase in medical cost is based on a graded schedule beginning with 8% annually, down to an ultimate annual rate of 5.0% for ten years out and later.

Mortality Rate. The 1994 Group Annuity Reserving (94GAR) table, projected to 2002, based on a fixed blend of 50% of the unloaded male mortality rate and 50% of the unloaded female mortality rates, was used. This is a published mortality table which was designed to be used in determining the value of accrued benefits in defined benefit pension plans. Projected future mortality improvement has not been used since it is our opinion that this table contains sufficiently conservative margin for the population involved in this valuation.

Method of Determining Value of Benefits. The "value of benefits" has been assumed to be the portion of the premium after retirement date expected to be paid by the employer for each retiree and has been used as the basis for calculating the actuarial present value of OPEB benefits to be paid. We have used the "unblended" rates provided as required by GASB 45 for valuation purposes.

Inflation Rate. Included in both the Investment Return Assumption and the Healthcare Cost Trend rates above is an implicit inflation assumption of 2.50% annually.

Projected Salary Increases. This assumption is not applicable since neither the benefit structure nor the valuation methodology involves salary.

APPENDIX 1

Post-retirement Benefit Increases. The plan benefit provisions in effect for retirees as of the valuation date have been used and it has been assumed for valuation purposes that there will not be any changes in the future.

Below is a summary of OPEB cost and contributions for the last three fiscal calendar years.

	2012	2013	2014
OPEB Costs	$ 286,884	$ 269,327	$ 291,800
Contributions	300,000	320,000	300,000
Retiree premium	354,828	350,923	359,756
Total contribution and premium	654,828	670,923	659,756
Change in net OPEB obligation	$ (367,944)	$ (401,596)	$ (367,956)
Ratio of contributions to cost	104.57%	118.81%	t02.81%
Ratio of contributions plus premium to cost	228.26%	249.11%	226.10%

8. Commitments and contingencies

The City is charged by the Jefferson County Commission for shared services. The assessments for shared services charged to the City during 2014 and 2013 were as follows:

	2014	2013
Property tax commissions	$ 199,986	$ 196,534
Maintenance of maps and appraisals	211,369	206,473
Jefferson County Health Department	112,850	1t3,620
Birmingham-Jefferson County Transit Authority	90,716	75,012
Personnel Board of Jefferson County	176,432	171,855
Birmingham Regional Planning Commission	12,350	12,350

With the exception of the Personnel Board and Planning Commission costs, the above expenses are deducted from the ad valorem property taxes remitted by the Jefferson County Tax collector (Note 1.R.) to the City of Mountain Brook. For financial reporting purposes, the City grosses-up the General Fund ad valorem tax revenues and general government expenditures by these amounts.

The City has arranged for an independent contractor, Waste Management Company, Inc., to provide for the collection and disposal of refuse and recyclable materials. The base rates for this service for the year ended September 30, 20t4, were $30.70 per month for single and multiple family residential units and $38.18 per month for commercial units. The annual cost incurred under this agreement for the years ended September 30, 20t4 and 2013, was approximately $2,751,000 and $2,723,000, respectively. Total garbage service fee revenues collected by the City from its commercial customers during the years ended September 30, 2014 and 2013 were $34,086 and $35,589, respectively.

During 1999, the City entered into an agreement whereby the City, along with the City of Homewood, and Jefferson County (collectively referred to as "the Consortium") purchased approximately 16.6 acres of land and the buildings thereon from the Jefferson County Board of Education at a total cost of $4,884,000. The City's share of the total purchase price totaled approximately $1,050,000. In conjunction with the purchase, the consortium adopted covenants that expire at the end of seventy-five (75) years restricting the use of the property for programs and activities to benefit the community including, but not limited to: 1) public parks, playgrounds, or zoo; 2) schools, daycare, churches, or philanthropic organizations; 3) government buildings, libraries, community centers, museums, or art galleries; or 4) headquarters for scouting organizations or youth facilities.

In connection with the Consortium's purchase of the property and adoption of restrictive covenants, the City of Birmingham (Birmingham) agreed to lease the adjoining zoo property to Birmingham Zoo, Inc. (BZI), a newly formed non-profit private corporation, for a period twenty-five (25) years with two, twenty-five year renewal options. In consideration of Birmingham's agreement to subsidize the operations of BZI and its commitment to leave the zoo at its present location, the Consortium agreed to pay Birmingham annual installments of $300,000 commencing in fiscal year 1999 for a period of 9- t/2 years. The City fulfilled its financial commitment under the purchase agreement in 2008. In 2010, the City entered into a service agreement with Birmingham Zoo, Inc. that provides for annual consideration in the amount of $75,000 through June 2014. In October 2014, the City Council authorized the extension of the agreement through June 2015 in consideration of $50,000.

In 2005, the City entered into a development agreement with a real estate developer constructing a mixed use development in the City. The development agreement provides that the City will reimburse the developer for certain costs incurred for the construction of public infrastructure including a roadway relocation and improvements, construction of an acceleration lane, sidewalks, curbing, and drainage systems. The reimbursement is limited to $4.9 million regardless of the actual costs incurred by the developer and payable solely from a portion (50%) of the sales tax receipts realized by the City from the commercial development. Any portion of the $4.9 million development agreement obligation not repaid after fifteen (15) years shall be cancelled.

The cumulative infrastructure costs incurred by the developer was $5,332,981 which has been capitalized. The City's obligation under the terms of the development agreement was satisfied during the fiscal year ended September 30, 2013. The City paid $1,0 t7,7 t0 under the terms of the development agreement during the year ended September 30, 2013.

In August 2013, the City entered into another development agreement with a real estate developer constructing a 28-acre, $120 million planned unit development. Under the terms of the development agreement, the City will reimburse the developer up $4 million for its costs of constructing a new road and widening and improving existing roads upon completion of such improvements. In addition, the City has agreed to a $10 million revenue sharing arrangement. To the extent that sales tax revenue generated from the new development exceeds the pre-development annual baseline of $728,000, the City shall pay the developer 90% of the excess. The City shall also pay the developer 90% of the new lodging tax revenue generated and the City's portion of real estate taxes in excess of the pre-development annual baseline of $65,000.

Construction in progress (Note 4) at September 30 includes the following projects:

	2014	2013 (Restated)
Park improvements	$ 391,98 t	$ 289,078
Sidewalks	440,29 t	2,452,026
Drainage projects	21,802	21,802
Total	$ 854,074	$ 2,762,906

The park improvement projects are expected to be completed in winter of 2015. The remaining contract balance as of September 30, 2014 is approximately $120,000.

The City has executed various contracts with the Alabama Department of Transportation (ALDOT) and engineering firms with respect to the Village Walkway System and Safe Routes to Schools sidewalk construction projects. The projects are being administered by ALDOT and federal awards have been granted ranging from 80% to 100% of construction costs. Following is a summary of the contracts underway as of September 30, 2014:

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City of Mountain Brook, Alabama

Notes to Financial Statements

Project Description	Contract Commitment and Anticipated Overruns	Expended in Fiscal 2014 [1]	Federal Awards Reported in 2014	Estimated Cost to Complete	Anticipated Completion Date
Mountain Brook Village Walkway System, Phase 6 - CMAQ-9802(921)	$ 2,689,868	$ 460,676	$ 300,792	$ 181,000	December 2014
Safe Routes to Schools, Mountain Brook Elementary and Crestline Elementary Schools - SRTS-SR09 (903) and (904)	838,987	659,254	489,167	12,000	December 2014
Mountain Brook Village Walkway System, Phase 9 along Brookwood Road, Crosshill Road, and Oakdale Drive CMAQ-PE12( ) - Design only[2]	196,849	84,975	67,980	106,000	Construction expected to begin in 2015
Village Trail System, Phase 7A - Memory Lane - STPTE-TE09(918)	276,574	0	0	2,300	November 2014
Jemsion Trail/Shades Creek Parkway Phase 5B - STPBH-CN13(907)	68,000	1,165	0	0	In planning phase
Totals		$ 1,206,070	$ 857,939	$ 301,300	

[1] The amounts expended in fiscal 2014 include project-related expenditures not eligible for federal reimbursement.

[2] Project has been approved by ALDOT but not under (construction) contract as of September 30, 2014. Construction is estimated to be $1.6 million pending approval to proceed by the City Council.

The costs incurred for the drainage and park improvement projects are for preliminary design and planning of the projects. Construction contracts are expected to be executed in 2014 once the projects are defined.

9. Constitutional debt limit

Section 225, as amended, of the Constitution of the State of Alabama limits for municipalities with populations of 6,000 or more to 20 percent of the assessed value of taxable property. Excluded from this limitation are bonds issued for the construction of schools, waterworks, sewers, and assessed improvements. Following are the constitution debt limit and legal debt margin:

	2014	2013
Assessed value of taxable real and personal property as provided by the Jefferson County Tax Assessor	$544,623,360	$533,517,820
Constitutional debt limit, 20 percent of assessed value	$108,924,672	$106,703,564
Outstanding long-term debt as of September 30	3,885,000	4,090,000
Legal Debt Margin	$105,039,672	$102,613,564

10. Litigation

Several claims, suits, and complaints, common to municipalities, have been filed or are pending against the City. In the opinion of management and the City's attorney, all such matters are without merit or involve such amounts as would not have a material adverse effect on the City's financial statements.

City of Mountain Brook, Alabama

Notes to Financial Statements

11. Prior period adjustments

In prior years, the City miscalculated its federal awards and related capital outlay for a sidewalk construction project administered by the State of Alabama. To correct these misstatements, 2013 beginning net position and capital projects fund balance and 2013 revenues, expenditures, and fixed asset additions have been adjusted as follows:

Government-wide Financial Statements	Net Position As Originally Reported	Prior Period Adjustments	Net Position As Restated
September 30, 2012	$111,363,471	$ 0	$111,363,471
Record the increase (decrease) in net position for the year ended September 30, 2012:			
Reduction in federal awards		(319,865)	(319,865)
Reduction in capital outlay		575,475	575,475
Increase in prepaid expenses (federal award match)		255,610	255,610
Capital assets (construction in progress)		(575,475)	(575,475)
September 30, 2012	111,363,471	(319,865)	111,043,606
Change in net position originally reported for the year ended September 30, 2013	3,497,931	0	3,497,931
Reduction of federal (capital) awards		(114,232)	(114,232)
Record the increase (decrease) in net position for the year ended September 30, 2013:			
Receivables (federal awards)		(146,937)	(146,937)
Prepaid expenses (federal award match)		(255,610)	(255,610)
Capital assets (construction in progress)		612,820	612,820
Accounts payable (capital outlay)	0	273,107	273,107
Net increase in the net position for the year	3,497,931	369,148	3,867,079
September 30, 2013	$114,861,402	$ 49,283	$114,910,685

Capital Projects Fund	Fund Balance As Originally Reported	Prior Period Adjustments	Fund Balance As Restated
September 30, 2012	$ 18,491,545	$ 0	$ 18,491,545
Prepaid expenses (federal award match)	0	255,610	255,610
September 30, 2012	18,491,545	255,610	18,747,155
Excess of revenues and other financing sources over (under) expenditures and other financing uses for the year ended September 30, 2013	(7,984,625)		(7,984,625)
Reduction of federal (capital) awards		(114,232)	(114,232)
Reduction of capital outlay (street and sanitation)		114,232	114,232
Record the increase (decrease) in assets and liabilities for the year ended September 30, 2013:			
Receivables (federal awards)		(146,937)	(146,937)
Prepaid expenses (federal award match)		(255,610)	(255,610)
Accounts payable (capital outlay)	0	273,107	273,107
Excess of revenues and other financing sources over expenditures and other financing uses	(7,984,625)	(129,440)	(8,114,065)
September 30, 2013	$ 10,506,920	$ 126,170	$ 10,633,090

APPENDIX 1

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REQUIRED SUPPLEMENTARY INFORMATION

APPENDIX 1

City of Mountain Brook, Alabama
Schedule of Revenues, Expenditures, and Changes in Fund Balances
Budget and Actual - General Fund
Year Ended September 30, 2014

	Original Budget	Final Budget	Actual	Variance
Revenues:				
Taxes	$ 27,054,155	$ 27,054,155	$ 27,859,243	$ 805,088
Licenses and permits	3,869,500	3,869,500	4,526,419	656,919
Intergovernmental	88,655	88,655	85,443	(3,212)
Charges for services	770,249	770,249	764,433	(5,816)
Fines and forfeitures	527,040	527,040	577,844	50,804
Grants	11,250	26,250	100,187	73,937
Other operating revenues	521,155	521,155	380,896	(140,259)
Total revenues	32,842,004	32,857,004	34,294,465	1,437,461
Expenditures:				
Current (operating):				
General government	4,591,070	4,591,070	4,856,992	(265,922)
Public safety	13,790,988	13,805,988	13,284,027	521,961
Street and sanitation	6,234,699	6,234,699	6,100,185	134,514
Recreational	1,109,442	1,109,442	1,043,408	66,034
Library	2,907,525	2,907,525	2,711,384	196,141
Total expenditures	28,633,724	28,648,724	27,995,996	652,728
Excess of revenues over expenditures	4,208,280	4,208,280	6,298,469	2,090,189
Other financing sources (uses):				
Operating transfers (out)	(3,812,955)	(3,812,955)	(5,346,815)	(1,533,860)
Operating transfers in - component unit	43,000	43,000	4,477	(38,523)
Donations	24,250	24,250	82,290	58,040
Total other financing sources (uses)	(3,745,705)	(3,745,705)	(5,260,048)	(1,514,343)
Excess of revenues and other financing sources over expenditures and other financing uses	462,575	462,575	1,038,421	575,846
Fund balances, beginning of year	12,061,269	12,061,269	12,061,269	0
FUND BALANCES, END OF YEAR	$ 12,523,844	$ 12,523,844	$ 13,099,690	$ 575,846

City of Mountain Brook, Alabama
Defined Benefits Pension Plan
Trend Information, Funding Progress, and Additional Information
Year Ended September 30, 2014

1. **Pension plan (See also Note 6)**
   A. **Trend Information**
   Following is the trend information from the most recent actuarial valuation dated September 30, 2013:

Fiscal Year Ended	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension (Asset) Obligation
1999	$ 730,197	100.0%	$ 0
2000	827,411	100.0%	0
2001	858,468	290.2%	(2,000,000)
2002	881,673	116.7%	(2,150,178)
2003	812,825	102.8%	(2,172,874)
2004	972,887	102.4%	(2,195,810)
2005	1,156,963	100.0%	(2,196,231)
2006	1,210,300	678.4%	(9,196,651)
2007	1,221,176	108.0%	(9,294,170)
2008	911,587	142.5%	(9,681,799)
2009	1,023,066	108.9%	(9,784,928)
2010	830,796	131.9%	(10,043,061)
2011	1,000,454	126.7%	(10,310,876)
2012	814,709	127.3%	(10,495,319)
2013	1,049,035	114.9%	(10,651,655)

The net pension (asset) above is the result of the City's contributions above the actuarially determined annual required contributions as more fully described in Note 6.

   B. **Funding progress**
   Following is the schedule of funding progress obtained from most recent actuarial valuation prepared as of September 30, 2013:

Actuarial Valuation Date September 30	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Ratio of UAAL to Covered Payroll (b-a)/c)
1996	$11,432,073	$15,123,539	$ 3,691,466	75.6%	$ 7,197,023	51.3%
1997	14,482,615	18,815,172	4,332,557	77.0%	7,745,713	55.9%
1998	16,250,881	20,474,800	4,223,919	79.4%	7,901,352	53.5%
1999	18,366,682	21,750,075	3,383,393	84.4%	7,965,312	42.5%
2000	20,708,080	25,584,241	4,876,161	80.9%	8,980,574	54.3%
2001	24,842,909	29,636,890	4,793,981	83.8%	9,282,996	51.6%
2002	26,589,001	33,716,032	7,127,031	78.9%	9,935,345	71.7%
2003	28,153,151	36,592,800	8,439,649	76.9%	9,994,458	84.4%
2004	29,873,086	37,849,401	7,976,315	78.9%	10,343,086	77.1%
2005	31,850,510	43,304,015	11,453,505	73.6%	11,079,436	103.4%
2006	40,804,372	47,811,288	7,006,916	85.3%	11,575,036	60.5%
2007	43,522,954	50,487,356	6,964,402	86.2%	12,117,551	57.5%
2008	44,857,398	53,591,533	8,734,135	83.7%	12,527,394	69.7%
2009	44,476,775	57,488,111	13,011,336	77.4%	12,980,770	100.2%
2010	43,435,390	60,671,273	17,235,883	71.6%	12,830,545	134.3%
2011	42,195,893	63,185,649	20,989,756	66.8%	13,597,833	154.4%
2012	40,549,213	61,022,021	20,472,808	66.5%	12,832,269	159.5%
2013	43,032,194	65,744,579	22,712,385	65.5%	13,796,658	164.6%

APPENDIX 1

City of Mountain Brook, Alabama
Defined Benefits Pension Plan
Trend Information, Funding Progress, and Additional Information
Year Ended September 30, 2014

C. Additional Information

Following is additional information obtained from the most recent actuarial valuation:

Valuation date	September 30, 2013
Actuarial cost method	Entry age
Amortization method	Level percent open
Remaining amortization period	30 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return	8.00%
Projected salary increases	3.75 - 7.25%
Includes inflation at	3.00%
Cost-of-living adjustments	None
Number of active members	223
Number of retired members and beneficiaries	98
Annual retirement allowances	$ 3,638,561

City of Mountain Brook, Alabama
Other Post-Employment Benefits
Funding Progress and Trend Information
Year Ended September 30, 2014

1. Post-employment benefits (See also Note 7)

A. The following table shows the City of Mountain Brook's annual post employment benefits (PEB) cost, percentage of the cost contributed, and the net unfunded post employment benefits (PEB) liability for last five years:

Post Employment Benefit	Fiscal Year Ended September 30	Annual OPEB Cost	Percentage of Annual Cost Contributed	Net OPEB Obligation (Asset)
Medical/Dental	2014	$ 291,800	226.10%	$ (1,804,899)
Medical/Dental	2013	269,327	249.11%	(1,436,943)
Medical/Dental	2012	286,884	228.26%	(1,035,347)
Medical/Dental	2011	262,390	214.95%	(667,403)
Medical/Dental	2010	287,773	182.03%	(365,777)

B. Funded Status and Funding Progress. In the fiscal year ending September 30, 2014 and 2013, the City of Mountain Brook contributed $300,000 and $320,000, respectively, to its post-employment benefits plan over and above the retiree premium costs. The plan with accrued interest and unrealized gains/losses, thus had assets of $1,571,336 and $1,260,448 as of September 30, 2014 and 2013, respectively. Based on the October 1, 2013 actuarial valuation, the most recent valuation, the Actuarial Accrued Liability (AAL) at the end of the year September 30, 2014 was $3,992,253 which is defined as that portion, as determined by a particular actuarial cost method (the City of Mountain Brook uses the Projected Unit Credit Cost Method), of the actuarial present value of post employment plan benefits and expenses which is not provided by normal cost.

Following is the schedule of funding progress obtained from the actuarial valuations:

Actuarial Valuation Date September 30	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) -Entry age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Ratio of UAAL to Covered Payroll (b-a)/c)
2009	$ 196,320	$ 2,859,543	$ 2,663,223	6.87%	$13,285,976	20.05%
2010	403,024	3,473,472	3,070,448	11.60%	13,329,530	23.03%
2011	613,573	3,249,729	2,636,156	18.88%	13,591,314	19.40%
2012	925,335	3,155,271	2,229,936	29.33%	12,995,796	17.16%
2013	1,260,448	3,560,421	2,299,973	35.40%	13,750,308	16.73%
2014	1,571,336	3,992,253	2,420,917	39.36%	14,512,291	16.68%

APPENDIX 1

SUPPLEMENTARY INFORMATION

City of Mountain Brook, Alabama

Notes to Required Supplementary Information

1. **Summary of significant accounting poltcies**

   A. Budgets and budgetary accounting

   The City has adopted and adheres to the following procedures in establishing the budgetary data reflected in the financial statements:

   1. The City Manager submits to the City Council a proposed budget for the fiscal year commencing October 1. The budget includes proposed expenditures and the means of financing those expenditures.
   2. A public hearing is conducted to obtain taxpayers' comments.
   3. The budget is legally enacted through the passage of a resolution.
   4. The City Manager is authorized to transfer budgeted amounts within departments within any fund; however, any revisions that alter the total expenditures of any fund or transfer of funds between departments must be approved by the City Council.
   5. Formal budgetary integration is employed as a management control device during the year for the General, Special Revenue, and Capital Projects Funds.
   6. At the end of the year, unencumbered appropriations automatically lapse.

   Budget information presented in the financial statements is based on the budget as adopted by the City Council on September 23, 2013 (Ordinance No. 1894) and subsequently revised with administrative reclassifications that did not change the surplus.

APPENDIX 1

City of Mountain Brook, Alabama

Combining Balance Sheet
Other Governmental Funds
September 30, 2014

	State Shared Gasoline Tax Funds						
	Seven Cent	Four Cent	Five Cent	Two Cent	Emergency Communication District	Corrections Fund	Totals
ASSETS							
Cash and temporary investments	$ 581,606	$ 119,223	$ 41,475	$ 31,395	$ 507,210	$ 6,114	$ 1,287,023
Receivables	19,029	11,036	5,437	0	41,203	0	76,705
TOTAL ASSETS	$ 600,635	$ 130,259	$ 46,912	$ 31,395	$ 548,413	$ 6,114	$ 1,363,728
LIABILITIES							
Accounts payable	$ 0	$ 0	$ 0	$ 0	$ 528	$ 6,114	$ 6,642
Total liabilities	0	0	0	0	528	6,114	6,642
FUND EQUITY							
Fund balance	600,635	130,259	46,912	31,395	547,885	0	1,357,086
Total fund equity	600,635	130,259	46,912	31,395	547,885	0	1,357,086
TOTAL LIABILITIES AND FUND EQUITY	$ 600,635	$ 130,259	$ 46,912	$ 31,395	$ 548,413	$ 6,114	$ 1,363,728

City of Mountain Brook, Alabama

Combining Statement of Revenues, Expenditures, and Changes
In Fund Balances – Other Governmental Funds
Year Ended September 30, 2014

	State Shared Gasoline Tax Funds						
	Seven Cent	Four Cent	Five Cent	Two Cent	Emergency Communication District	Corrections Fund	Totals Fund
Revenues:							
Taxes	$ 191,407	$ 120,237	$ 58,541	$ 4,695	$ 0	$ 0	$ 374,880
Charges for services	0	0	0	0	396,418	0	396,418
Fines and forfeitures	0	0	0	0	2,205	183,638	185,843
Other operating revenues:							
Investment earnings	177,682	730	492	95	1,503	0	180,502
Total revenues	369,089	120,967	59,033	4,790	400,126	183,638	1,137,643
Expenditures:							
General government	0	0	0	0	0	252,188	252,188
Public safety	0	0	0	0	304,777	105,157	409,934
Street and sanitation	464,434	200,451	160,315	314	0	0	825,514
Recreational	0	0	0	0	0	0	0
Total expenditures	464,434	200,451	160,315	314	304,777	357,345	1,487,636
Excess (deficiency) of revenues over expenditures	(95,345)	(79,484)	(101,282)	4,476	95,349	(173,707)	(349,993)
Other financing sources (uses):							
Operating transfers in	100,000	0	0	0	0	173,707	273,707
Operating transfers (out)	0	0	0	0	(9,844)	0	(9,844)
Total other financing sources (uses)	100,000	0	0	0	(9,844)	173,707	263,863
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	4,655	(79,484)	(101,282)	4,476	85,505	0	(86,130)
Fund balances, beginning of year	595,980	209,743	148,194	26,919	462,380	0	1,443,216
FUND BALANCES, END OF YEAR	$ 600,635	$ 130,259	$ 46,912	$ 31,395	$ 547,885	$ 0	$ 1,357,086

APPENDIX 1

City of Mountain Brook, Alabama

Combining Balance Sheet – Capital Projects Funds
September 30, 2014

	City Capital Projects	Village Improvement Projects	Village Trail System Projects	Totals
ASSETS				
Cash and temporary investments	$ 7,674,662	$ 4,574,286	$ 404,289	$ 12,653,237
Receivables	0	0	62,956	62,956
TOTAL ASSETS	$ 7,674,662	$ 4,574,286	$ 467,245	$ 12,716,193
LIABILITIES				
Accounts payable	$ 141,112	$ 145,592	$ 40,080	$ 326,784
TOTAL LIABILITIES	141,112	145,592	40,080	326,784
FUND BALANCE				
Fund balance	7,533,550	4,428,694	427,165	12,389,409
TOTAL FUND BALANCE	7,533,550	4,428,694	427,165	12,389,409
TOTAL LIABILITIES AND FUND BALANCE	$ 7,674,662	$ 4,574,286	$ 467,245	$ 12,716,193

City of Mountain Brook, Alabama

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Capital Projects Funds
Year Ended September 30, 2014

	City Capital Projects	Village Improvement Projects	Village Trail System Projects	Totals
Revenues:				
Grants	$ 0	$ 0	$ 857,939	$ 857,939
Other operating revenues:				
Investment earnings	75,172	9,508	1,193	85,873
Miscellaneous	128,917	0	0	128,917
Total revenues	204,089	9,508	859,132	1,072,729
Expenditures:				
General government	439,734	0	0	439,734
Public safety	1,019,576	0	0	1,019,576
Street and sanitation	305,957	238,370	1,136,217	1,680,544
Recreational	49,300	407,757	0	457,057
Library	204,342	0	0	204,342
Total expenditures	2,018,909	646,127	1,136,217	3,801,253
Excess (deficiency) of revenues over expenditures	(1,814,820)	(636,619)	(277,085)	(2,728,524)
Other financing sources (uses):				
Operating transfers in	2,595,434	2,087,518	100,000	4,782,952
Operating transfers (out)	0	(360,391)	0	(360,391)
Donations	100	62,182	0	62,282
Total other financing sources (uses)	2,595,534	1,789,309	100,000	4,484,843
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	780,714	1,152,690	(177,085)	1,756,319
Fund balances, beginning of year as previously reported	6,752,836	3,276,004	478,080	10,506,920
Prior period adjustments	0	0	126,170	126,170
Fund balances, beginning of year as restated	6,752,836	3,276,004	604,250	10,633,090
FUND BALANCES, END OF YEAR	$ 7,533,550	$ 4,428,694	$ 427,165	$ 12,389,409

APPENDIX 1

City of Mountain Brook, Alabama

Schedule of General Fund Revenues by Source
For the Years Ended September 30, 2005 through 2014

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Taxes										
Real property	$ 11,094,902	$ 11,976,292	$ 13,181,868	$ 13,919,181	$ 14,592,638	$ 14,322,580	$ 13,890,843	$ 13,873,635	$ 13,512,485	$ 13,867,794
Sales and use	6,534,289	7,033,452	7,829,375	8,412,007	7,666,594	7,854,903	8,476,522	9,112,494	9,578,337	9,808,223
Occupational	939,127	248,283	1,475	0	0	0	0	0	0	0
Utility	992,143	1,088,234	1,266,253	1,336,420	1,413,759	1,450,440	1,460,206	1,365,487	1,284,421	1,288,163
Personal property (automobiles)	1,108,807	1,131,386	1,139,952	1,130,239	1,022,666	1,047,869	1,079,079	1,152,424	1,208,485	1,217,199
Road and bridge	460,216	497,326	543,682	572,272	596,000	590,899	572,584	575,000	565,066	550,686
Other	1,053,130	1,316,806	1,275,315	985,588	1,075,676	1,016,068	903,688	1,030,680	1,038,515	1,127,178
Total taxes	22,182,614	23,291,779	25,237,920	26,355,707	26,367,333	26,282,759	26,382,922	27,109,720	27,187,309	27,859,243
Licenses and permits										
Business	1,756,226	1,729,727	1,872,058	1,994,039	1,998,980	2,130,822	2,165,612	2,223,912	2,492,623	2,531,307
Construction permits	519,277	893,161	851,266	1,036,354	634,059	624,309	753,444	800,820	1,100,204	1,347,583
Cable TV franchise fees	257,695	282,379	300,204	323,082	328,641	347,757	352,964	391,701	424,912	389,500
Waterworks Board	123,202	137,964	161,961	167,341	157,794	159,242	207,939	216,090	216,839	192,875
Other	55,535	60,966	60,985	63,382	57,966	64,720	60,310	61,928	62,115	65,154
Total licenses and permits	2,711,935	3,104,197	3,246,474	3,584,198	3,177,440	3,326,850	3,540,269	3,694,451	4,296,693	4,526,419
Intergovernmental	41,736	50,517	40,544	149,710	84,723	82,826	84,874	85,613	84,547	85,443
Charges for services										
Garbage fees	1,573,788	1,604,281	462,747	71,252	39,094	34,062	32,436	39,235	35,589	34,086
Other	486,567	486,385	517,251	498,576	486,785	591,636	619,716	714,561	693,408	730,347
Total charges for services	2,060,355	2,090,666	979,998	569,828	525,879	625,698	652,152	753,796	728,997	764,433
Fines and forfeitures - court	587,397	623,579	597,961	470,020	443,400	514,542	529,522	446,682	559,465	577,844
Grants	1,907,290	73,278	51,434	37,355	50,799	19,708	282,423	12,062	15,755	100,187
Other operating revenue										
Investment earnings	141,783	235,866	653,609	428,304	271,788	207,214	131,706	199,151	138,162	69,522
Other	247,971	325,757	161,303	230,717	371,526	254,173	300,657	278,880	439,492	311,374
Total other operating revenue	389,754	561,623	814,912	659,021	643,314	461,387	432,363	478,031	577,654	380,896
TOTAL REVENUES	$ 29,881,081	$ 29,795,639	$ 30,969,243	$ 31,825,839	$ 31,292,888	$ 31,313,770	$ 31,904,525	$ 32,580,355	$ 33,450,420	$ 34,294,465

APPENDIX 1

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City of Mountain Brook, Alabama

Comparative Balance Sheet – General Fund
September 30

	2014	2013
ASSETS		
Cash and temporary investments	$ 12,445,515	$ 12,471,922
Cash and temporary investments - restricted	204,853	211,803
Receivables	1,905,543	1,841,394
Due from related organizations	85,443	84,547
Inventory and prepaid expenses	418,764	144,431
TOTAL ASSETS	$ 15,060,118	$ 14,754,097
LIABILITIES		
Accounts payable	$ 509,800	$ 923,065
Accrued salaries and wages	748,505	712,405
Due to related organizations	63,797	58,967
Other liabilities	638,326	998,391
TOTAL LIABILITIES	1,960,428	2,692,828
Pension obligation (see Note 6)		
FUND BALANCES		
Nonspendable	418,764	144,431
Restricted	0	0
Committed	54,005	53,934
Assigned	2,574,925	2,409,112
Unassigned	10,051,996	9,453,792
FUND BALANCES	13,099,690	12,061,269
TOTAL LIABILITIES AND FUND BALANCES	$ 15,060,118	$ 14,754,097

APPENDIX 1

City of Mountain Brook, Alabama
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances – General Fund
Years Ended September 30

	2014	2013
Revenues:		
Taxes	$ 27,859,243	$ 27,187,309
Licenses and permits	4,526,419	4,296,693
Intergovernmental	85,443	84,547
Charges for services	764,433	728,997
Fines and forfeitures	577,844	559,465
Grants	100,187	15,755
Other operating revenues	380,896	577,654
Total revenues	34,294,465	33,450,420
Expenditures:		
Current (operating):		
General government	4,856,992	5,067,000
Public safety	13,284,027	12,884,029
Street and sanitation	6,100,185	6,109,529
Recreational	1,043,408	1,112,903
Library	2,711,384	2,677,231
Total expenditures	27,995,996	27,850,692
Excess (deficiency) of revenues over expenditures	6,298,469	5,599,728
Other financing sources (uses):		
Operating transfers in	0	0
Operating transfers (out)	(5,346,815)	(4,624,661)
Operating transfers in - component unit	4,477	20,885
Donations	82,290	87,305
Total other financing sources (uses)	(5,260,048)	(4,516,471)
Excess of revenues and other financing sources over expenditures and other financing uses	1,038,421	1,083,257
Fund balances, beginning of year	12,061,269	10,978,012
FUND BALANCES, END OF YEAR	$ 13,099,690	$ 12,061,269

City of Mountain Brook, Alabama

Comparative Balance Sheet – Capital Projects Funds
September 30

	2014	2013 (Restated)
ASSETS		
Cash and temporary investments	$ 12,653,237	$ 10,874,418
Receivables	62,956	189,271
TOTAL ASSETS	$ 12,716,193	$ 11,063,689
LIABILITIES		
Accounts payable	$ 326,784	$ 430,599
TOTAL LIABILITIES	326,784	430,599
Pension obligation (see Note 6)		
FUND BALANCES		
Committed	12,389,409	10,633,090
FUND BALANCES	12,389,409	10,633,090
TOTAL LIABILITIES AND FUND BALANCES	$ 12,716,193	$ 11,063,689

APPENDIX 1

City of Mountain Brook, Alabama
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balances – Capital Projects Funds
Years Ended September 30

	2014	2013 (Restated)
Revenues:		
Grants	$ 857,939	$ 868,036
Other operating revenues	214,790	251,061
Total revenues	1,072,729	1,119,097
Expenditures:		
Current (operating):		
General government	439,734	9,919,627
Public safety	1,019,576	1,383,880
Street and sanitation	1,680,544	1,867,456
Recreational	457,057	59,107
Library	204,342	13,715
Total expenditures	3,801,253	13,243,785
Excess (deficiency) of revenues over expenditures	(2,728,524)	(12,124,688)
Other financing sources (uses):		
Operating transfers in	4,782,952	4,092,264
Operating transfers (out)	(360,391)	(358,141)
Operating transfers in - component unit	0	0
Donations	62,282	276,500
Total other financing sources (uses)	4,484,843	4,010,623
Excess of revenues and other financing sources over expenditures and other financing uses	1,756,319	(8,114,065)
Fund balances, beginning of year (as previously reported)	10,506,920	18,491,545
Prior period adjustments	126,170	255,610
Fund balances, beginning of year (as restated)	10,633,090	18,747,155
FUND BALANCES, END OF YEAR	$ 12,389,409	$ 10,633,090

City of Mountain Brook, Alabama

Comparative Balance Sheet – Debt Service Fund
September 30

	2014	2013
ASSETS		
Cash and temporary investments	$ 3,688,993	$ 3,375,296
TOTAL ASSETS	$ 3,688,993	$ 3,375,296
LIABILITIES	$ 0	$ 0
FUND BALANCES		
Assigned	3,688,993	3,375,296
FUND BALANCES	3,688,993	3,375,296
TOTAL LIABILITIES AND FUND BALANCES	$ 3,688,993	$ 3,375,296

APPENDIX 1

City of Mountain Brook, Alabama
Comparative Statement of Revenues, Expenditures, and Changes in Fund Balance – Debt Service Fund
Years Ended September 30

	2014	2013
Revenues:		
Other operating revenues	$ 14,503	$ 24,406
Total revenues	14,503	24,406
Expenditures:		
Current (operating):		
General government	806	788
Debt service:		
Principal	205,000	195,000
Interest	155,391	163,141
Total expenditures	361,197	358,929
Excess (deficiency) of revenues over expenditures	(346,694)	(334,523)
Other financing sources (uses):		
Operating transfers in	660,391	658,141
Operating transfers (out)	0	0
Total other financing sources (uses)	660,391	658,141
Excess of revenues and other financing sources over expenditures and other financing uses	313,697	323,618
Fund balances, beginning of year	3,375,296	3,051,678
FUND BALANCES, END OF YEAR	$ 3,688,993	$ 3,375,296

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Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Mayor and City Council
City of Mountain Brook, Alabama

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Mountain Brook, Alabama (the City), as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated January 27, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be material weaknesses: 2014-001.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompany schedule of findings and questioned costs to be significant deficiencies: 2014-002.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with

APPENDIX 1

CRI CARR RIGGS & INGRAM

Carr, Riggs & Ingram, LLC
2100 16th Avenue South
Suite 300
Birmingham, AL 35205

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Birmingham, AL 35255

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Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133

To the Mayor and City Council
City of Mountain Brook, Alabama

Report on Compliance for Each Major Federal Program

We have audited the City of Mountain Brook, Alabama's (the City) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2014. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2014.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the

those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Response to Findings

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

Birmingham, Alabama
January 27, 2015

APPENDIX 1

effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

Birmingham, Alabama
January 27, 2015

CITY OF MOUNTAIN BROOK, ALABAMA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Description	Federal CFDA Number	Total Grant Award	Revenue Recognized	Expenditures
Federal Emergency Management Agency				
Passed through State of Alabama				
Emergency Management Agency				
April 27, 2011 Storm Disaster Recovery				
Public Assistant Grant				
FEMA 1971-DR-AL	97.036	$ 301,172	$ 71,110	$ 71,110
Total Federal Emergency Management Agency		301,172	71,110	71,110
U.S. Department of Transportation				
Passed through Alabama Department of Transportation				
Mountain Brook Village Walkway System Phase 6				
CMAQ-9802(921)	20.205	1,811,307	300,792	300,792
Safe Routes to Schools Mountain Brook Elementary and Crestline Elementary Schools				
SRTS-SR09(903) and (904)	20.205	583,213	489,167	489,167
Mountain Brook Village Walkway System Phase 9 along Brookwood Road, Crosshill Road, and Oakdale Drive				
CMAQ-PE12( )	20.205	133,120	67,980	67,980
Total U.S. Department of Transportation		2,767,640	857,939	857,939
TOTAL FEDERAL AWARDS		$ 3,068,812	$ 929,049	$ 929,049

APPENDIX 1

City of Mountain Brook, Alabama

Notes to Schedule of Expenditures and Federal Awards

1. **General**
   The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of the City of Mountain Brook, Alabama. All federal financial assistance received directly from federal agencies, as well as federal financial assistance passed through other state and local government agencies, is included in the schedule.

2. **Basis of accounting**
   The accompanying Schedule of Expenditures of Federal Awards is presented using the modified accrual basis of accounting, which is described in Note 1 to the City's financial statements.

CITY OF MOUNTAIN BROOK, ALABAMA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

Section I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified			
Internal control over financial reporting:				
Material weakness(es) identified?	X	yes		no
Significant deficiency(ies) identified?	X	yes		none reported
Noncompliance material to financial statements noted?		yes	X	no

Federal Awards

Internal control over major programs:				
Material weakness(es) identified?		yes	X	no
Significant deficiency(ies) identified?		yes	X	none reported
Type of auditors' report issued on Compliance for major programs:	Unmodified			
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?		yes	X	no

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster
20.205	U. S. Department of Transportation

Dollar threshold used to distinguish between Type A and Type B programs:	$ 300,000			
Auditee qualified as low-risk auditee		yes	X	no

Section II - Financial Statement Findings

The following significant deficiencies were disclosed in the audit of the financial statements of the City of Mountain Brook:

APPENDIX 1

CITY OF MOUNTAIN BROOK, ALABAMA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2014

2014-001 **Prior Period Adjustment**

Auditing Standards AU-C Section 265 indicates that the "restatement of previously issued financial statements to reflect the correction of a material misstatement" represents a material weakness in internal controls. In the current year, a prior period adjustment restated beginning net position by a material amount. The City misinterpreted information obtained from its engineer and the State in its determination of the City's payables and receivables; however, the accrued expenses were paid directly by the State rather than the City. The adjustment to reduce the project payable and the related grant receivable to the correct amounts resulted in an adjustment totaling $126,170 to the capital project fund balance.

Management's response:

The City agrees with this finding. The City will exercise greater caution and attempt to obtain more documentary evidence from State construction project managers and finance personnel in the course of determining the value of construction completed by the State and the calculation of the federal awards related thereto.

2014-002 **Segregation of Duties**

Due to the limited number of people working in the accounting department, certain critical duties are combined and assigned to the available employees. To the extent possible, duties should be segregated to serve as a check and balance on employees' integrity and to maintain the best control system possible. We suggest that the segregation of duties be reviewed and adjusted where possible to strengthen the system of internal control.

Management's response:

The City agrees with this finding. The duties will be separated as much as possible and alternative controls will be used to compensate for lack of separation.

Section III - Federal Awards Findings and Questioned Costs

There were no matters to be reported.

APPENDIX 1

McWane Science Center

A Contract for Funds to support services provided by McWane Science Center to the students of Mountain Brook October 2014 – September 2015

Submitted to:
The City of Mountain Brook

by
McWane Science Center
200 Nineteenth Street North
Birmingham, AL 35203
Phone: (205) 714-8300
Fax: (205) 714-8400

2015-022

McWane Science Center - City of Mountain Brook Contract

The Overview

This contract is entered into by the City of Mountain Brook and McWane Science Center, a non-profit corporation organized under the laws of the State of Alabama.

Both the City of Mountain Brook and McWane Science Center desire to increase the opportunities for learning in the Mountain Brook School System. McWane Science Center serves as a community resource unlike any other educational institution in the Greater Birmingham Area offering hands-on interactive information science and technology education programs. These programs are directly aligned to the Alabama Course of Study Science Education Curriculum and the National Science Standards.

Therefore, due to the ability to enhance science education for school children, the City of Mountain Brook has agreed to pay McWane Science Center $10,000 for use of the Center and its programs by the students in the Mountain Brook School System for fiscal year October 2014 – September 2015.

McWane Science Center services supported through this contract

This contract supports three different science education programs provided by McWane Science Center. In consideration of this support, students may visit the science center and participate in its programs or participate in our outreach program.

This contract supports services up to $10,000 for the fiscal year. Each student fee for visits to the science center is $12 for Adventure Halls and a Reserved School Program. The student fee for both the Adventure Halls and an IMAX film is $15. Teachers and chaperones are admitted free to Adventure Halls, $5 for only an IMAX film and $5 for both the Adventure Halls and an IMAX film.

Fees for outreach programs vary depending on the type of program and classroom size. A classroom outreach of up to 32 students is $125. An assembly outreach, which accommodate a larger number of students (100 +) is $250.

McWane Science Center shall provide Teacher Guides for each school for the duration of this contract. Educators from McWane Science Center shall be available at least two times each year to participate in teacher professional development workshops, training sessions, and in-service programs. During this time, McWane Science Center educators shall provide Mountain Brook teachers with information about the outreach programs, permanent exhibits, traveling exhibits, and science education programs and demonstrations that be directly into the Alabama Course of Study Science Education Curriculum.

Other services such as food services, parking and bus parking are available for classes during their visits to McWane Science Center at advertised prices.

Support from Mountain Brook City Schools in consideration of this contract

In coordination with the Mountain Brook Superintendent, Mountain Brook Schools shall select the students and the programs in which these students will participate. Each Mountain Brook City School and the Superintendent's office shall select a liaison for this contract. The liaison shall coordinate this contract for his/her particular school and work with a designated McWane Science Center Visitor Services representative or Groups Sales staff member.

Each Mountain Brook City School shall be responsible for providing transportation to the science center for both visits to the science center and participation in the Challenger Learning Center. Adult chaperones shall be provided by Mountain Brook City Schools for students at McWane Science Center. McWane Science Center requires one chaperone for every six students in grades K-8.

Each Mountain Brook School liaison shall contact the McWane Science Center Grants Administrator at least 12 school days prior to a proposed visit to the science center.

During the late spring, McWane Science Center can have over 1,500 students a day. McWane Science Center would like to strongly encourage a visit, mission or a program early in the spring term so that the students can take full advantage of this contract.

Both the Mountain Brook City Schools and McWane Science Center shall keep a record of the number of students who have participated in programs through the use of this contract and the programs in which they have participated. They shall work together to reconcile these numbers each year and report these numbers to the Mountain Brook Superintendent, the Mayor of the City of Mountain Brook and the Mountain Brook City Council.

Any fees for services over the allotted amount of $10,000 shall be covered by either the schools or the students.

Agreement

This agreement represents the entire contract between the City of Mountain Brook and McWane Science Center. The signatures listed below attest to the agreement of the contract as stated.

Amy W. Templeton
President and CEO, McWane Science Center

1/29/15
Date

Lawrence T. Oden
Mayor of Mountain Brook

1/26/15
Date

McWane Science Center

Amy W. Templeton
President & CEO

Board of Trustees
2015

Jo Ann Adams
Chairman

Gordon E. Martin
Chairman Elect

Dorothy D. Fab
Secretary

E. Thomas Thagard, Jr.
Treasurer

Trustees

Amy Harper Adams
J. Frank Alexander
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Lisa Jernigan Brother
J. Martin A. Cobb, Jr.
Taylor R. Davis
John P. Duffy, Jr.
Charles D. Goodrich
Jayne M. Gray
Preston Harrison
Alexis M. Jones
Greta Lichtenfel
Nancy Marbutt
Charles G. Morton
John W. McCallough
L. Phillip McWane
Leigh Perry
Fred Webb
Nicholas D. White
Gary Yack

January 29th, 2015

Mr. Steven Boone
Finance Director
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213-0009

Mr. Boone,

Thank you and the City of Mountain Brook for awarding funding to McWane Science Center for fiscal year 2015. This funding will not only assist with science education opportunities for Mountain Brook residents but also help us continue to serve as a positive extension of your school classrooms. Science education is essential for the overall development of our children. Together we can continue to "change lives through science and wonder."

Enclosed, as requested, please find the contract signed by our President & CEO, Amy Templeton. If I can be of any further services, please do not hesitate to ask.

Sincerely,

Clay Shannon
Development Office
(205) 714-8220
cshannon@mcwane.org

CITY OF MOUNTAIN BROOK 1942

McWane Science Center

Mountain Brook Involvement With McWane Science Center

City of Mountain Brook
June 1, 2013 – May 31, 2014

# of General Visitors (based on zip codes: 35213, 35223 and 35243) – 11,571

City of Mountain Brook Field Trips - 699

Brookwood Forest Elementary School – 88

Adventure Halls / We-Do Robotics Program and IMAX -To The Arctic	88

Cherokee Bend Elementary School – 78

Adventure Halls / Curious Critters	78

Crestline Elementary School – 127

Adventure Halls / IMAX – To The Arctic	127

Mountain Brook Elementary School – 389

Adventure Halls / IMAX – Great White Shark	96
Adventure Halls / IMAX – To The Arctic	91
Adventure Halls / IMAX – Island of Lemurs – Madagascar	95
Adventure Halls / ASO program / IMAX – Great White Shark	107

Mountain Brook High School – 17

Adventure Halls / Coastal Creatures	17

City of Mountain Brook Outreach Program – 1,315

Brookwood Forest Elementary School – 183

Rocks and Minerals	55
Marvels of Magnets	55
Star Dome	73

Cherokee Bend Elementary School – 590

Liquid Lab	114
Light Bright	60
Amazing Animals	53
Marvels of Magnets	60
Dinosaur Detectives	67
Star Dom	164
Green Energy	72

Crestline Elementary School – 401

Liquid Lab	91
Marvels of Magnets	96
Rocks and Minerals	98
Reactions to Action	116

Mountain Brook Elementary School – 141

Marvels of Magnets	59
Star Dome	82

Other Groups (based on zip codes: 35213, 35223 and 35243) – 833

Camp Gan Israel	Forging Friendships Group – Programmatic Language Camp
Juvenile Diabetes Research Foundation	Youth Serve
Saint Stephens	Canterbury Child Development Center
Emmett O'Neal Library	Highlands School
JBS Mental Health Authority	McElwain Christian Academy
N.E. Miles Jewish Day School	Saint Francis Xavier
Spring Valley School	Crestline Early Learning Center

APPENDIX 2

RESOLUTION NO.

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, as follows.

1. That Alabama Power Company be requested to install one (1) street light on an existing pole located in the alley between 708 Euclid Avenue and 707 Braddock Avenue, Mountain Brook, AL 35213 as illustrated in Exhibit A attached hereto.

2. That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

ADOPTED: This 26th day of January, 2015.

Council President

APPROVED: This 26th day of January, 2015.

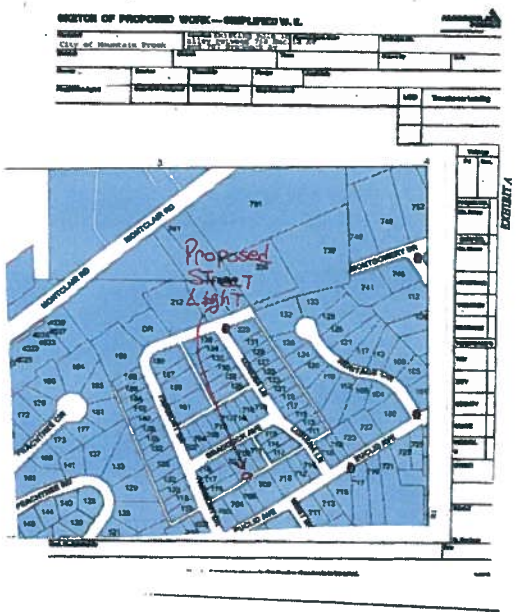
Mayor

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 a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on January 26, 2015, as same appears in the minutes or record of said meeting.

City Clerk

Street Light Alley Between 708 Euclid Av and 707 Braddock Av 2015-023



CITY OF MOUNTAIN BROOK

January 20, 2015

Dear Resident:

The City of Mountain Brook has received a request for a street light in the alley behind 708 Euclid Avenue and 707 Braddock Avenue. The proposed street light will be installed on an existing utility pole in this location. (See attached map.)

The Mountain Brook City Council will consider this request at its January 26, 2015 meeting which will start at 7:00 p.m. at City Hall. You are invited to attend this meeting to offer your comments about this proposed street light.

If you cannot attend this meeting but would like to comment, please contact me at 802-3800 or gastonsr@mtnbrook.org .

Sincerely,

Sam S. Gaston
City Manager

Alabama Power

Street Lighting Modifications

Alabama Power Company

Gentlemen:

This is under the CITY ☐ Council ☐ Commission of City of Mountain Brook, Alabama

on the _____ day of _____, _____, adopted resolution which copies in the minutes of this meeting, authorizing the following street lighting modifications:

Fixtures Ownership					
Removal of Present Equipment By		Removal of Equipment Owned by Customer		Size Lamp (Lumens)	Location
Utility	Owner	Install	Remove		
X					Existing pole in alley between 708 Euclid Avenue 707 Braddock Avenue (see attached)

The requested modifications will change the present billing amounts as shown below:

(a) Additions See attached $

(b) Removals See attached $

(c) Other $

$

(d) Net Change in Annual Billing	$
(e) Previous Annual Billing	$
(f) New Annual Billing	$
(g) New Monthly Billing	$

For Company Use Only
Authorized
☐ W.E. Revised
Authorized Date

Alabama Power Company

Approved _____ By Governor T. Odom

Title _____ Title Engineer

Form-000 10-2000

TO [illegible] CO [illegible] 0641702280 [illegible]

Page 1 of 1

Sam Gaston

From: Michael & Coco James
Sent: Thursday, January 15, 2015 8:50 AM
To: Sam Gaston
Subject: Re: Action Center: Street lights

Hi Mr Gaston, thank you for the prompt reply. When can we expect to hear something?
Thank you again,
C James

Sent from my iPhone

On Jan 15, 2015, at 8:10 AM, Sam Gaston <gastonsr@mtnbrook.org> wrote:

> Ms. James,
> I will have our Police Dept check these alleys to give us a recommendation on your street light requests.
> The process entails approval by the City Council, but they also have the staff send out notices to all the nearby property owners so they can comment , support or oppose the proposed street light at the Council meeting.
>
> Sam S.Gaston
> City Manager
> City of Mountain Brook, AL.
> 56 Church Street
> P.O. Box 130009
> Mountain Brook AL 35213
> (205) 802-3803 Phone
> (205) 870-3577 Fax
>
> **From:** the7james@gmail.com [mailto:the7james@gmail.com]
> **Sent:** Wednesday, January 14, 2015 7:34 PM
> **To:** parkadmin@mtnbrook.org; gastonsr@mtnbrook.org
> **Subject:** Action Center: Street lights
>
> Name: Christie James
> Address: 710 Euclid Ave
> City: Mountain Brook
> State: AL
> Zip: 35213
> Home Phone:
> Work Phone:
> Cell Phone: 396-9389
> Email: the7james@gmail.com
>
> Description:
> The ally that runs behind our house on Euclid Ave between Fairmont and Lorena is pitch black at night without a single street light. There's also an adjoining ally to that ally up to Braddock that has no light either. Very concerned about suspicious activity.
>
> Location:
> 710 Euclid Ave(ally between Fairmont Ave and Lorena Ave)

APPENDIX 3

1/20/2015

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