

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
FEBRUARY 9, 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 9th day of February. The Council President Pro Tempore called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (arrived shortly after meeting started)
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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

1. AGENDA

1. Display cases for City Hall lobby for Irondale Furnace and Mountain Brook historical items – Alice Williams.

The members of the City Council expressed general consensus with the proposal to purchase a display case and to contract with the Birmingham Historical Center to change-out the display quarterly. A contract for such services will be presented for Council consideration at a future date.

2. Proposed letter of agreement with Rami Achdut for purchase of a portion of his property to be added to Cahaba River Walk – Steve Stine.

The members of the City Council expressed general consensus with the proposal to acquire the parcel and to plant a buffer provided clear title to the property can be attained. This matter will be brought back to the City Council for consideration at a future date once the purchase contract is negotiated.

3. Athletic Fields agreements update – Whit Colvin.

Mr. Gaston stated that the Mountain Brook Board of Education authorized the execution of the proposed agreement earlier in the day. This agreement was added to the formal meeting agenda (Motion No. 2015-026).

4. Additional design work for Cahaba River Walk project-Nimrod Long. This discussion was continued to the February meeting of the City Council.

5. 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 Smith adjourned the meeting.



Steven Boone, City Clerk

**MINUTES OF THE JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA AND
THE MOUNTAIN BROOK EMERGENCY COMMUNICATIONS DISTRICT
FEBRUARY 9, 2015**

The City Council of the City of Mountain Brook, Alabama and the Board of Commissioners of the Mountain Brook Emergency Communications District met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 9th day of February, 2015. The Council President (and District Chairman) called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President (and District Chairman)
William S. Pritchard, III, Council President Pro Tempore (and District Vice-Chairman)
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton
Lawrence T. Oden, Mayor

Absent: None

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

The City Council President (and District Chairman) stated that a quorum was present and that the meetings were open for the transaction of business.

1. CONSENT AGENDA

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

Approval of the minutes of the January 26, 2015 organizational meeting of the Mountain Brook Emergency Communications District (the only business matter before the Board of Commissioners of the District)

Approval of the minutes of the January 26, 2015 regular meeting of the Mountain Brook City Council

2015-023	Adopt the "City of Mountain Brook Amended and Restated Section 115 Trust Agreement, Effective February 9, 2015" with respect to the City's post-employment benefits (medical insurance) plan	Exhibit 1, Appendix 1
2015-024	Authorize execution a franchise agreement with Southern Light, LLC with respect to their use of City right-of-way for the provision of local exchange telecommunications services	Exhibit 2, Appendix 2
2015-025	Authorize the execution of the (MWCF) Preferred Pay Plan Agreement Addendum with respect to the City's workers' compensation plan effective February 1, 2015	Exhibit 3, Appendix 3
2015-026 Motion	Authorize the execution of the community fields and facilities agreement between the City and the Mountain Brook Board of Education	Appendix 4

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President (and District Chairman) Smith their immediate adoption was moved by Council member Shelton. The minutes,

resolutions, and motion were then considered by the City Council (and Board of Commissioners). Council (and District) member Womack seconded the motion to adopt the foregoing minutes, resolutions, and motion. Then, upon the question being put and the roll called, the vote was recorded as follows:

Ayes: Virginia C. Smith, Council President (and District Chairman)
William S. Pritchard, III, Council President Pro Tempore (and District Vice-Chairman)
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said Council minutes, resolutions (Nos. 2015-023 through 2015-025, and Motion No. 2015-026 are adopted by a vote of 5—0.

District Board of Commissioners Chairman Smith thereupon declared that said Mountain Brook Emergency Communications District minutes are adopted by a vote of 5—0.

2. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1929) REPEALING SECTIONS 109-31, 109-32, 109-195, 109-227, AND 18-20 OF THE CITY CODE AND ADOPTING THE 2015 INTERNATIONAL BUILDING CODE, 2015 INTERNATIONAL RESIDENTIAL CODE, 2015 INTERNATIONAL FUEL GAS CODE, 2015 INTERNATIONAL MECHANICAL CODE, 2015 INTERNATIONAL PLUMBING CODE, THE 2015 INTERNATIONAL FIRE CODE (ALL TO BECOME EFFECTIVE APRIL 1, 2015) (EXHIBIT 4, APPENDIX 5)

The ordinance was introduced in writing by the Council President Smith who then invited comments and input from the audience. [Note: The proposed ordinance was distributed to various architects for their review and comment days after the January 26, 2015 meeting of the City Council. No objections to the proposal have been filed with City officials]. There being no comments or discussion, President Smith closed the public hearing and called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Womack and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the said ordinance (No. 1929) is hereby adopted by a vote of 5-0 and, as evidence thereof, she signed the same.

3. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1927) TO PROHIBIT THE DRIVER OF A VEHICLE FROM MAKING 1) A RIGHT TURN ON SOUTH BROOKWOOD ROAD NORTHBOUND AT THE UPPER ACCESS TO BROOKWOOD FOREST ELEMENTARY SCHOOL AND 2) A LEFT TURN ON SOUTH BROOKWOOD ROAD SOUTHBOUND AT THE LOWER ACCESS TO BROOKWOOD FOREST ELEMENTARY SCHOOL BOTH BETWEEN THE HOURS OF 2:45 P.M. TO 3:15 P.M. (EXHIBIT 5, APPENDIX 6)

The ordinance was introduced in writing by the Council President Smith who then invited Richard Caudle forward to explain the recommendations of Skipper Consulting, Inc. (the traffic study and recommendations are incorporated herein as Appendix 6).

Richard Caudle, traffic engineer with Skipper Consulting, Inc.:

- The purpose of the study was to determine the remedial options to eliminate the blocking of South Brookwood Road by motorists stopped while waiting in the carpool line which results in other motorists driving in the wrong traffic lane as they pass stopped carpool vehicles
- This area has been studied on two prior occasions which resulted in recommendations involving extensive roadway improvements. These past studies were not re-visited as lower impact/lower cost alternatives were sought in this study.
- The recommendations include: 1) Install no right turn from 2:45 p.m. to 3:15 p.m. sign on South Brookwood Road northbound at the upper access to the school, 2) install no left turn from 2:45 p.m. to 3:15 p.m. sign on South Brookwood Road southbound at the lower access to the school, 3) install four "Do Not Pass" signs on South Brookwood Road (in locations specified in the traffic study report), 4) inform all parents of the school about the changes by way of written communication by school officials, 5) replace existing warning signs with School Speed Limit signs with flashing beacons as illustrated in the traffic study report, and 6) increase police presence and traffic enforcement efforts.

Kim Fasking of 3701 Forest Run Road:

- Recounted an instance where a motorist completely blocked the road as they passed stopped carpool traffic. The motorist ultimately had to back-up to allow traffic to begin moving again.
- Expressed concern that people will soon stop observing the new signage
- Expressed concern that No Passing signs will not be enforceable
- Urged the Council to consider more aggressive measures to alleviate the problem (e.g., construct a through road around the school for increased stacking)
- Views these recommendations as a "band-aid" and wants a more permanent solution

Leigh Putnam of South Brookwood Road:

- If timed flashing signs are going to be used, please be sure to account for time changes
- Consider installing a guardrail between the road and sidewalk or raise the sidewalk and install a curb to provide some additional protection to pedestrians
- We need to implement measures that will allow emergency vehicles access

Council President Smith suggested that the engineer and Police Chief study the issue of curbing the sidewalk.

Council member Pritchard pointed out that the property is owned by the Board of Education and it can implement whatever improvements they think are appropriate with respect to parking lot reconfiguration or access road around the building.

Mr. Caudle:

- Regarding the issue of curbing the sidewalk, in order to install such a curb the road shoulder would have to be backfilled and raised as the sidewalk and street are currently at the same elevation.

- The improvements required to provide additional stacking within the school property (based on the previous study mentioned earlier) would be in excess of \$250,000.
- In response to a question by Council member Carl, there are 29 vehicles at the upper access and 25 at the lower access stacked on South Brookwood Road during the peak carpool times.

Council President Pro Tem Pritchard stated that he will gladly relay the concerns raised tonight with Superintendent Barlow to have them consider the on-site improvements identified in the previous report.

There being no comments or discussion, President Smith closed the public hearing and called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the said ordinance (No. 1927) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

4. PUBLIC HEARING: CONSIDERATION OF AN ORDINANCE (NO. 1928) TO PROVIDE FOR STOP SIGNS AT VARIOUS INTERSECTIONS ALONG HASTINGS ROAD, LAUREL LANE, AND OVERHILL ROAD AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF (EXHIBIT 6, APPENDIX 7)

The ordinance was introduced in writing by the Council President Smith who then invited Richard Caudle forward to explain the recommendations of Skipper Consulting, Inc. (the traffic study and recommendations are incorporated herein as Appendix 7).

Richard Caudle, traffic engineer with Skipper Consulting, Inc.

- This study was initiated after the City received complaints from residents about their difficulty exiting Laurel Lane onto Overhill Road due to the speed of motorists driving along Overhill Road
- Once the study commenced, the issue of vegetation along certain areas that inhibited visibility were also brought up and therefore considered in the study
- The recommendations include: 1) Replace two Yield signs with Stop signs to correct traffic conflicts, 2) install a Stop sign on Laurel Lane at its intersection with Overhill Road, 3) install two new Stop

signs (as shown in the report), 4) and cut back some vegetation along Hasting Road and Overhill Road within the right-of-way to improve visibility

- The suggested changes are bringing the configuration of the smaller lower triangle in-line with the existing traffic control measures in place at the larger upper triangle

Steve Rostand of Overhill Road:

- Asked that the dense shrubs at the Overhill Road intersection northeast of Laurel Lane be addressed [Mr. Vaughn was asked to confirm his understanding that these shrubs are off of the right-of-way]
- Expressed his approval of the recommendations of Skipper Consulting, Inc.

There being no comments or discussion, President Smith closed the public hearing and called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Shelton and was carried, as follows:

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

Nays: None

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

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

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

Nays: None

The President of the Council declared that the said ordinance (No. 1928) is hereby adopted by a vote of 5—0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday February 23, 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.


Steven Boone, City (and District) Clerk

EXHIBIT 1**RESOLUTION NO. 2015-023**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby adopts the "City of Mountain Brook Amended and Restated Section 115 Trust Agreement, Effective February 9, 2015", in the form as attached hereto as Exhibit A, with respect to the City's post-employment benefits (medical insurance) trust.

APPENDIX 1

EXHIBIT 2**RESOLUTION NO. 2015-024**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the Mayor of the City is hereby authorized and directed, on behalf of, and in the name of, the City of Mountain Brook ("City"), to execute the Franchise Agreement, in the form as attached hereto as Exhibit A with such minor changes thereto as may be approved by the Mayor, whose approval of such changes shall be evidenced by his execution of said Franchise Agreement, between the City and Southern Light, LLC with respect to Southern Light, LLC's local exchange telecommunications services.

APPENDIX 2

EXHIBIT 3**RESOLUTION NO. 2015-025**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of the Preferred Pay Plan Agreement Addendum, in the form as attached hereto as Exhibit A, with respect to the City's workers' compensation plan effective February 1, 2015.

APPENDIX 3

EXHIBIT 4**ORDINANCE NO. 1929**

AN ORDINANCE REPEALING SECTIONS 109-31, 109-32, 109-195, 109-227, AND 18-20 OF THE CITY CODE AND ADOPTING 2015 VERSIONS OF SPECIFIED TECHNICAL CODES RELATING TO INSPECTION ACTIVITIES, ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN SAID CODES AND FIRE PREVENTION

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the "City Council") heretofore has adopted various technical codes promulgated by the International Code Council (the "ICC") and the National Fire Protection Association relating to buildings, residences and other structures in the City of Mountain Brook (the "City"), and operations in the City concerning fuel gas, mechanical, plumbing, and fire protection and life safety (collectively, the "Technical Codes");

WHEREAS, the City Council desires that, except to the extent specified herein, the City adopt, the 2015 versions of the Technical Codes (the "2015 Technical Codes") that are specified herein for use and application for buildings and structures within its corporate limits;

WHEREAS, the adoption of the 2015 Technical Codes by reference is authorized by §11-45-8 Code of Alabama (1975); and

WHEREAS, the adoption of the 2015 Technical Codes will facilitate the performance of inspection activities by the City, and promote the public safety, health and general welfare of its citizens and owners, occupants and users of buildings and structures in the City.

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

Section 1. Section 109-31 of the City Code is hereby repealed and replaced with the following:

“Sec. 109-31. Building Codes—Adoption by reference.

(a) Except as provided herein, the International Building Code - 2015 Edition (“ICC Building Code”) and International Residential Code - 2015 Edition (the “IRC”), both published by the ICC and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the Building Code of the City by reference as though they were copied herein.

(b) With respect to the ICC Building Code and the IRC, the City modifies the forms proposed by the ICC as follows:

(i) Section [A]101.4. of ICC Building Code - Referenced codes: The following codes that are referenced in this Section of the ICC Building Code are not adopted: (a) the International Property Maintenance Code referenced in Section 101.4.4; and (b) the International Existing Building Code referenced in Section 101.4.7.

(ii) Section [A] 109.2 of ICC Building Code & Section R108.2 of IRC – Schedule of Permit Fees: These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk’s office.

(iii) Sections [A] 111.1 of ICC Building Code & R110.1 of IRC – Use and Occupancy. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“Use and occupancy. No residential building or structure shall be used or occupied, and no change in the existing occupancy classification of a residential building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official and the City Manager. No commercial building or structure shall be used or occupied, and no change in the existing occupancy classification of a commercial building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy which has been signed by the building official, the fire official, and the City Manager. A certificate of occupancy shall not be issued until after the City Manager shall have determined that the building conforms to all provisions and regulations of the city with respect thereto, including its use under the zoning ordinances of the city. A

certificate of occupancy (whether a temporary certificate of the regular certificate) issued without the signature or the building official, fire official (in the case of commercial buildings), and the City Manager shall not be deemed to be a certificate of occupancy issued under this code or under the city's zoning ordinance.

(iv) Sections [A] 113 of ICC Building Code & R112 of the IRC – Board of Appeals. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.”

(v) Sections [A] 114.4 of ICC Building Code & R113.4 of IRC- Violation Penalties. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

R113.4 Violation Penalties. Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of these codes, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.

(vi) Chapter 11 of IRC- Energy Efficiency. This Chapter is adopted except as follows: (a) notwithstanding any provisions contained in Chapter 11 or elsewhere in the IRC, the Energy Efficiency requirements in the IRC shall not be applicable to the repair, renovation, alteration or reconstruction of *existing* buildings and structures; and (b) the minimum standards for insulation to be used in connection with the repair, renovation, alteration or reconstruction of *existing* buildings and structures shall not be less than R-30 for ceiling spaces, R-13 for walls and R-19 for floors.

(vii) Section P2904 of the IRC- Dwelling Unit Fire Sprinkler Systems. This Section is adopted, but the following provision is added as P2904.8.9:

P2904.8.9 Residential Sprinkler Exemption. Notwithstanding any provision in this Section P2904 or elsewhere in the IRC, any homeowner, upon application to the City's building official, may request an exemption to the sprinkler system requirements of P2904.1 for a dwelling and such exemption shall be granted upon satisfaction of each of the following:

- a. The applicant must either confer with the City Fire Marshal or his or her designee about the benefits of installing a residential fire sprinkler system or review presentation materials developed by the Fire Marshal concerning sprinkler systems;
- b. The applicant must certify that he or she has met the requirements in subsection (a) above, and fully understands and acknowledges the risks of opting not to install a residential fire sprinkler system;

Exceptions:

- i. No exemption shall be granted for any dwelling constructed less than 5 feet from the property line; and
- ii. No exemption shall be granted for 2-family dwelling units."

Section 2. Section 109-32 of the City Code, which reflected amendments to the previously enacted Section 109-31, is hereby repealed and replaced by the following:

"Sec. 109-32. Same – Amendments - Reserved."

Section 3. Section 109-195 of the City Code is repealed and replaced with the following:

"Sec. 109-195. Gas and Mechanical Codes—Adoption by reference.

(a) Except as provided herein, the International Fuel Gas Code - 2015 Edition (the "Gas Code") and International Mechanical Code - 2015 Edition (the "Mechanical Code"), both published by International Code Council ("ICC") and available for purchase at 900 Montclair Road, Birmingham, Alabama, are hereby adopted as the Gas and Mechanical Code of the City by reference as though they were copied herein."

(b) With respect to the Gas Code and the Mechanical Code, the City amends the form proposed by the ICC as follows:

(i) Sections [A]106.6.2 of Gas Code & [A]106.5.2 of Mechanical Code – Fee Schedule. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

"Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office."

(ii) Sections [A] 108.4 of Gas Code & Mechanical Codes- Violation Penalties. These Sections are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“**[A] 108.4 Violation Penalties.** Any person who violates a provision of these codes or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the city code and by §13A-10-4 of the Code of Alabama.”

(iii) Sections 109 of Gas Code & Mechanical Code – Means of Appeals. These Sections in these codes are not adopted in the form proposed by the ICC, and are replaced in their entirety with the following:

“Appeals regarding the application of the adopted building codes may be presented to the City Manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under these codes.”

Section 4. Section 109-227 of the City Code is repealed and replaced with the following:

“**Sec. 109-227. Plumbing Code—Adoption by reference.**

(a) Except as provided herein, the International Plumbing Code - 2015 Edition published by International Code Council (“ICC”) (the “Plumbing Code”) and available for purchase at 900 Montclair Road, Birmingham, Alabama, is hereby adopted as the Plumbing Code of the City by reference as though it were copied herein.

(b) With respect to the Plumbing Code, the City amends the form proposed by the ICC as follows:

(i) Section [A] 106.6.2 of Plumbing Code – Fee Schedule. This Section is not adopted in the form proposed by the ICC, and is replaced in its entirety with the following:

Schedule of Permit Fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the city council. A list of such fees shall be kept on file in the city clerk's office.

(ii) Section [A] 108.4 of Plumbing Code - Violation Penalties. This Section is not adopted, and is replaced in its entirety with the following:

[A] 108.4 Violation Penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.”

(iii) Section 109 of Plumbing Code - Means of Appeals. This Section is not adopted and is replaced in its entirety with the following:

Appeals regarding the application of the adopted building code may be presented to the city manager for consideration. The City Manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the City Manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under this code.”

Section 5. Section 18-20 of the City Code is repealed and replaced with the following:

“Sec. 18-20. Fire Prevention Code - Adoption by reference

(a) Except as provided herein, the International Fire Code - 2015 Edition published by the International Code Council (“ICC”) and available for purchase at 900 Montclair Road, Birmingham, Alabama (the “Fire Code”), and the Life Safety Code (NFPA 101) - 2015 Edition, available for purchase from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA, or by calling (800) 344-3555 (the “Life Safety Code”), are hereby adopted as the Fire Prevention Code of the City by reference as though they were copied herein.

(b) With respect to the Fire Code, the City amends the form proposed by the ICC as follows:

(i) Section 108 – Board of Appeals. This Section of the Fire Code is not adopted and is replaced in its entirety with the following:

Appeals regarding the application of the adopted code may be presented to the city manager for consideration. The city manager may elect to render a decision on such appeal or remand the appeal to the board of zoning adjustment. In cases where the appeal is heard by the city manager and a decision is rendered, the appellant, if not satisfied with the decision, may then appeal to the board of zoning adjustment.

The board of zoning adjustment of the City of Mountain Brook, Alabama, as said board is prescribed by Section 11-52-80 Code of Alabama (1975), as amended, shall constitute a board of adjustments and appeals under this code.

(ii) Section [A] 109.4 - Violation Penalties. This Section of the Fire Code is not adopted and is replaced in its entirety with the following:

[A] 109.4 Violation Penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

In instances where a person commences work prior to making application for a required permit, all applicable permit fees shall be doubled. Once notified in writing by the building or fire official of the City that a report or building permit application must be submitted, such person must submit such report within ten (10) days. Persons who fail to make such report within the time period required shall be subject to additional penalties as provided under Sec. 1-6.1 of the City Code and by §13A-10-4 of the Code of Alabama.”

(iii) Section [A] 113.2 – Schedule of permit fees. This Section of the Fire Code is not adopted, and is replaced in its entirety with the following:

Schedule of Permit Fees. On buildings, structures, and other matters under this code that require a permit, a fee or fees as set forth in City Code Section 14-1 shall be paid at the time of filing application, in accordance with such fee schedule as shall be set from time to time by the City Council. A list of such fees shall be kept on file in the City Clerk’s office.

(iv) Section 912.2 – Location (of Fire Department Connections). This Section of the Fire Code is not adopted, and is replaced in its entirety with the following:

9.1.2.2 Location. Fire department connections shall be located not more than 100 feet from the nearest fire hydrant. With respect to hydrants, driveways, buildings and landscaping, fire

department connections shall be so located that the fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of the department connections shall be *approved* by the fire chief or fire official.

(v) Adoption of Certain Appendices: The provisions of Appendix B - Fire-Flow Requirements for Buildings, Appendix C – Fire Hydrant Locations and Distribution, and Appendix D – Fire Apparatus Access Roads each are adopted in their entirety.

(c) With respect to the Life Safety Code, the City amends the form proposed by the National Fire Protection Association as follows:

(i) Chapter 24 – One-and Two Family Dwellings. This Chapter is not adopted.

(ii) Reserved.”

Section 6. This ordinance is cumulative in nature and is in addition to any power and authority which the City of Mountain Brook may have under any other ordinance or law.

Section 7. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect, notwithstanding such holding.

Section 8. Any provisions herein that the City has adopted that deviate from the Technical Codes that are adopted by reference shall prevail over any conflicting provision of those Technical Codes. All other ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama, which are inconsistent with the provisions of this ordinance, are hereby expressly repealed.

In addition, when a provision in the adopted Technical Codes or this Ordinance refers to the duties of certain named officials, the official of the City of Mountain Brook, Alabama whose duties most closely correspond to those of such named official shall be deemed the official responsible for the enforcement of said provision.

Section 9. The effective date of this Ordinance shall be April 1, 2015.

APPENDIX 5

EXHIBIT 5

ORDINANCE NO. 1927

**AN ORDINANCE TO PROHIBIT THE DRIVER OF A VEHICLE FROM MAKING
1) A RIGHT TURN ON SOUTH BROOKWOOD ROAD NORTHBOUND AT THE UPPER ACCESS
TO BROOKWOOD FOREST ELEMENTARY SCHOOL AND 2) A LEFT TURN
ON SOUTH BROOKWOOD ROAD SOUTHBOUND AT THE LOWER ACCESS TO BROOKWOOD
FOREST ELEMENTARY SCHOOL BOTH BETWEEN THE HOURS OF
2:45 P.M. TO 3:15 P.M.**

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

- 1. Amendatory Provisions.** Pursuant to Sec. 1-10 of the City Code, it shall be unlawful for the driver of a vehicle traveling in a: a) northbound direction on South Brookwood Road to make a right turn at the upper access to Brookwood Forest Elementary

School between the hours of 2:45 p.m. to 3:15 p.m. and 2) southbound direction on South Brookwood Road to make a left turn at the lower access to Brookwood Forest Elementary School between the hours of 2:45 p.m. to 3:15 p.m.

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, publication as provided by law, and the installation of appropriate traffic signage indicating that such turns are prohibited.

APPENDIX 6

EXHIBIT 6

ORDINANCE NO. 1928

AN ORDINANCE TO PROVIDE FOR STOP SIGNS AT VARIOUS INTERSECTIONS ALONG HASTINGS ROAD, LAUREL LANE, AND OVERHILL ROAD AND TO PROVIDE FOR PUNISHMENT FOR VIOLATIONS THEREOF

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

Section 1. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a southeasterly Overhill Road to pass its intersection with Balmoral Road/Overhill Road when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection (Figure 13 [1] - "Intersection C").

Section 2. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a northeasterly direction on Laurel Lane to pass its intersection with Overhill Road when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection (Figure 13 [2] - "Intersection D").

Section 3. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a northwesterly on Overhill Road/Hastings Road to pass its intersection with Overhill Road when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection (Figure 14 [1] - "Intersection E").

Section 4. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a northerly direction on Overhill Road to pass its intersection with Overhill Road when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection (Figure 14 [2] - "Intersection E").

Section 5. It shall be unlawful for the driver of any vehicle to cause or allow such vehicle traveling in a easterly direction on Overhill Road/Hastings Road to pass its intersection with Hastings Road when there is standing at said intersection a "Stop" sign facing in the direction of such driver without having first brought such vehicle to a complete stop within ten (10) feet of said intersection (Figure 15 - "Intersection G").

Section 6. Any person violating the provisions of this ordinance shall be punished by a fine not to exceed \$500.00, or by imprisonment not to exceed 180 days, or both.

Section 7. All ordinances or portions of ordinances conflicting with this ordinance are hereby repealed.

Section 8. This ordinance shall become effective when published as required by law.

APPENDIX 7

**CITY OF MOUNTAIN BROOK
AMENDED AND RESTATED
SECTION 115 TRUST AGREEMENT**

Effective as of February 9, 2015

03087446.4

2015-023

**CITY OF MOUNTAIN BROOK
AMENDED AND RESTATED
SECTION 115 TRUST AGREEMENT**

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03087446.4

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**CITY OF MOUNTAIN BROOK
 AMENDED AND RESTATED
 SECTION 115 TRUST AGREEMENT**

THIS AMENDED AND RESTATED SECTION 115 TRUST AGREEMENT (this "Agreement") is made, entered into, and effective as of February 9, 2015 by and between the City of Mountain Brook (the "City") and Steven Boone (the "Trustee").

WHEREAS, in furtherance of its essential governmental function, the City has heretofore or herewith adopted one or more retiree welfare benefit plans (which may be a multiple-employer plan), attached hereto as Exhibit A, which may be amended from time to time in the sole discretion of the City in accordance with Section 8.1, (collectively, the "Plan"), the purpose of which is to provide certain welfare benefits for those retirees of the City and their eligible spouses and dependents covered by the Plan;

WHEREAS, the City has contributed funds to a trust fund (the "Trust Fund") for the benefit of the retirees and their eligible spouses and dependents under and in accordance with the Plan, and such Trust Fund has been established pursuant to that certain City of Mountain Brook Section 115 Trust Agreement dated effective as of July 27, 2009 (the "Trust Agreement"), entered into by and between the City and Regions Bank d/b/a Regions Morgan Keegan Trust (the "Original Trustee");

WHEREAS, the Trust Fund constitutes a tax-exempt trust pursuant to Section 115 of the Internal Revenue Code of 1986, as amended (the "Code") and/or Treasury Regulations § 301.7701-1(a)(3) as confirmed by the Internal Revenue Service by the issuance of Private Letter Ruling 200937023 dated June 15, 2009;

WHEREAS, The City has decided to remove the Original Trustee and appoint the Trustee named above as the successor trustee to administer the Trust Fund and has notified the Original Trustee of such removal;

WHEREAS, the Trustee named above has accepted the appointment by the City as successor trustee, as evidenced by the Trustee's execution of this Agreement;

WHEREAS, the City and Trustee desire to make certain changes to the Trust Agreement in order to (i) confirm the replacement of the Original Trustee with the Trustee as successor trustee and (ii) make certain changes to Article IV and V of the Trust Agreement in order to clarify certain powers and duties of the Trustee;

WHEREAS, Section 8.1 of the Trust Agreement provides that the Trust Agreement may be amended at any time provided that the Trust Fund assets shall continue to be used exclusively for the purpose of providing health benefits for the Plan;

WHEREAS, in order to accomplish the amendment and restatement of the Trust Agreement to reflect the changes described above, the City and Trustee have prepared this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the City and the Trustee agree as follows:

ARTICLE I

CONTRIBUTIONS

1.1 Receipt of Contributions. The Trustee shall receive any contributions paid to it in cash or in the form of such other property as it may from time to time deem acceptable and which shall have been delivered to it. Any contribution of property will be made at its fair market value (unless otherwise required) and such value will be provided to the Trustee when contributed. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall be responsible only for property received by it pursuant to this Agreement. All contributions to the Trust Fund shall be made by the City.

1.2 Compliance with Laws. This Agreement (including Exhibits A and B) and the Trust Fund are intended to comply with all of the requirements of Statement No. 45 of the Government Accounting Standard Board ("GASB") in order to allow the use of a higher discount rate in determining the present value of Other Post-Employment Benefits ("OPEB") liabilities and also to constitute an essential governmental purpose under Section 115 of the Code. City hereby represents and warrants to the Trustee that the Investment Policies or other investment guidelines set forth in Exhibit B, as may be amended from time to time in the sole discretion of City, are compliant with any and all applicable laws, rules and ordinances, including but not necessarily limited to ALA. CODE § 11-104-1, et seq. (2014) (collectively, "Laws") and represent all applicable Laws with which the Trustee must comply in performing its duties and obligations hereunder. The Trustee shall be bound to perform its duties and obligations in accordance with Exhibit B. It shall be the sole obligation of the City to update Exhibit B to conform with any changes in the Laws, and the Trustee shall not be bound by such changes until such time as Trustee has received written notice from the City of a modification to Exhibit B.

1.3 Directions to Trustee by the City or City's Agents. The City shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund. All directions by the City or a City Agent (as defined below) to the Trustee shall be in writing signed by or on behalf of the City. The City shall furnish to the Trustee the name(s) of any employee of the City who is designated and authorized to direct the Trustee in writing to take action on the City's behalf. The City also shall furnish to the Trustee the name of each other person who is designated and authorized to direct the Trustee in writing to take action on the City's behalf (a "City Agent"). The Trustee shall be entitled to rely fully on the written instructions of the City, a City Agent and/or a City Agent who is an investment manager (per Section 3.3) in the discharge of the Trustee's duties and shall not be liable for any loss or other liability resulting from such direction (or lack of direction). The City promptly shall notify the Trustee in writing of the removal, replacement of, or change in the scope of authority or responsibilities of any employee of the City, City Agent or City Agent who is an investment manager, and unless and until notified by the City in writing of such changes, the Trustee shall be fully protected in acting upon the assumption that the City employee, the City Agent or the City Agent who is an investment manager has not been removed and/or replaced and that the scope of authority and responsibilities of the City employee, City Agent or the City Agent who is an investment manager have not been altered by the City or its Council.

**ARTICLE II
PAYMENTS FROM TRUST FUND**

2.1 Payments Directed by City or a City Agent. The Trustee shall from time to time, at either the City's or City Agent's direction, make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the written directions. To the extent permitted by law, the Trustee shall be under no liability for any payment made

pursuant to the written direction of the City or a City Agent. Any direction of the City or a City Agent shall constitute a certification that the distribution or payment so directed is one which the City or City Agent is authorized to direct.

2.2 Impossibility of Diversion Prior to Satisfaction of all Liabilities. Except as set forth below in this Section 2.2, it shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to pay premiums toward the Plan and/or provide the benefits contemplated under the Plan for the exclusive benefit of covered retirees and their eligible spouses and dependents, except that any reasonable expenses of administering the Plan or Trust Fund may be made from the Trust Fund as provided for herein. Upon termination of the Trust Fund, any assets remaining in the Trust Fund will be used solely to meet its obligations to pay premiums toward the Plan and/or provide benefits under the Plan to the City's retirees, their eligible spouses and dependents who participate in the Plan and to satisfy any other remaining debts or liabilities of the Trust Fund. Any assets remaining in the Trust Fund after meeting its obligations for premiums or to participants and satisfying any liabilities of the Trust Fund shall revert solely to the City, or, as determined solely by the City, to any other entity that is a state, a political subdivision of the state or an entity the income of which is excluded from gross income under Section 115. However, in no event shall any assets of the Trust Fund be transferred for the benefit of any entity that is not a state, a political subdivision of the state or an entity the income of which is excluded from gross income under Section 115. Pursuant to ALA. CODE § 11-104-1, et seq. (i) neither the legislature of Alabama, nor any other entity, person or organization shall have the power or authority to appropriate any assets of the Trust and (ii) the assets of the Trust shall not be subject to the claims of any creditors and will not be subject to execution, attachment, garnishment, the operation of bankruptcy, the insolvency laws, or other processes whatsoever, nor shall any assignment thereof be enforceable in court.

2.3 Transfer of Assets. To the extent allowed by law, the City, in its sole discretion, may direct the Trustee to transfer the assets of the Trust Fund to any other trust (including an agent multiple-employer trust) or account if such other trust or account complies with Section 115 and GASB 45 and such trust or account also will maintain a segregated accounting of assets to be used for the same purpose set forth in Section 2.2. However, if the transfer is to be made to a trust for which the Trustee is not the trustee, the notice provisions of Section 6.2 and the termination provisions of Section 8.2 herein shall apply.

2.4 Tax-Exempt Status. Notwithstanding any provision of this Agreement to the contrary, if the Trust Fund established hereunder shall for any reason fail to be granted, or otherwise lose, tax-exempt status under Section 115 of the Code, and the Internal Revenue Service notifies the City that the Plan and/or Trust Fund do not so qualify, the City shall provide the Trustee with a copy of such notification, and the Trust Fund shall continue to be operated in accordance with this Agreement, subject to being modified to comply with Section 115 of the Code and subject to termination pursuant to Section 8.2.

**ARTICLE III
INVESTMENTS**

3.1 General. The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustee shall deem advisable, including but not limited to stocks, common or preferred, trust and participation certificates, interest in investment companies whether so-called "open-end mutual funds" or "closed-end mutual funds," leaseholds, fee titles, bonds, or notes and mortgages, and other evidences of indebtedness or ownership (which investments may include any investment vehicles maintained, managed or advised by the Trustee or any of its affiliates); however, investments shall be governed by and/or limited as set forth in Sections 3.2 and 3.3. Investments shall be so diversified as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so in the sole judgment of the Trustee. In performance of its

duties under this Section 3.1, the Trustee may recommend the City engage one or more financial institutions as an investment manager pursuant to Section 3.3 in order to make investment transaction decisions and hold investments.

3.2 Trustee's Adherence to Investment Guidelines. The discretion of the Trustee or any investment manager appointed pursuant to Section 3.3 in investing and reinvesting the principal and income of the Trust Fund shall be subject to any investment guidelines or policy set forth in Exhibit B, and any written changes thereto from time to time, as the City may adopt and communicate in writing. The Trustee and any investment manager appointed pursuant to Section 3.3 shall have the duty to act strictly in accordance with Exhibit B, and any changes thereto, as so communicated by the City from time to time in writing.

3.3 Appointment of an Investment Manager. Upon the recommendation of Trustee, the City may appoint an investment manager or managers to manage all or any part of the Trust Fund. In the event of such appointment, the City shall obtain the investment manager's written acknowledgment that it is a fiduciary with respect to the Plan and Trust Fund. Any investment manager shall have all powers of the Trustee in the management of such part of the Trust Fund, including the power to acquire or dispose of assets of the Trust Fund. In the event an investment manager is so appointed, the Trustee shall not be liable for the acts or omissions of such investment manager or be under any obligation to invest or otherwise manage that part of the Trust Fund that is subject to the management of the investment manager. The Trustee shall not be responsible for any loss or investment performance caused by its acting upon any instructions from any investment manager which the Trustee reasonably believes to be genuine. At the direction of the City, the Trustee shall segregate such portion of the Trust Fund held by it as will be subject to the management of an investment manager into one or more separate accounts to be known as investment manager accounts. The Trustee shall follow the directions of the investment manager with respect to the account of such investment manager and shall not be obligated to invest or otherwise manage any such investment manager account other than to the extent that the investment manager may utilize the Trustee as a manager of reserves. Subject to procedures and conditions as may be established by the City, the Trustee and the investment manager, the investment manager may place direct orders for the purchase or sale of securities or other property for its investment manager account. The Trustee shall retain custody of the assets comprising said account, unless custodial arrangements satisfactory to the Trustee shall otherwise be made. The City may remove an investment manager and appoint a successor to manage any investment manager account. If no successor investment manager is appointed, the portion of the Trust Fund held in such investment manager's account shall return to the unsegregated portion of the Trust Fund and the Trustee shall have authority to manage such account. The Trustee shall be fully protected in relying upon the appointment/removal of an investment manager.

**ARTICLE IV
POWERS OF TRUSTEE**

4.1 Powers. Subject to the provisions of Article III, the Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Agreement including without limitation those set forth in Article III, shall have the following powers and authorities, to be exercised in the Trustee's sole discretion:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same in trust;
- (b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction, and any sale may be made for cash or upon credit, or partly for cash and partly upon credit. No person

dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund; however, the Trustee shall not vote proxies relating to securities for which it has not been assigned full investment management responsibilities. In the event another party has been assigned such investment management responsibilities, the Trustee shall deliver the proxies to said party who will then have full responsibility for voting those proxies;

(d) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(e) To borrow or raise money for the purposes of the Trust in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund; and no person lending money to the Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing;

(f) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the trust created hereby, without liability for interest thereon;

(g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings;

(j) To invest funds of the Trust Fund in night deposits or savings accounts maintained by Regions Bank or its affiliates, which deposits or accounts bear a reasonable rate of interest;

(k) To invest in Treasury Bills and other forms of United States government obligations;

(l) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations, including accounts and deposits maintained, managed or advised by Regions Bank or any of its affiliates;

(m) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Fund, and to carry out the purposes of this Agreement.

4.2 Fees and Expenses. The Trustee will not receive any compensation for the services performed by Trustee under this Agreement. The Trustee shall, however, be reimbursed for any reasonable expenses directly incurred by the Trustee in the administration of the Trust Fund. The Trustee may enter contracts or arrangements under which persons (including, without limitation, agents, auditors, certified public accountants, internal auditors, and/or counsel) will advise or assist the Trustee in the carrying out of the Trustee's duties under this Agreement. Such expenses shall be paid from the Trust Fund, unless otherwise paid by the City. The City may direct the Trustee to pay the fees and expenses of investment managers from the Trust Fund. The Trustee shall not be responsible for determining the reasonableness of any compensation paid or agreed to be paid to an investment manager.

ARTICLE V TRUSTEE'S DUTIES

5.1 General. The Trustee shall discharge its duties under this Agreement solely in the interests of the retirees and their eligible spouses and dependents covered under the Plan and for the exclusive purposes of paying premiums, providing benefits to such persons and defraying reasonable expenses of administering the Trust Fund, with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Agreement insofar as they are consistent with applicable law, as this Agreement and applicable law may be from time to time amended; but the duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Agreement notwithstanding any reference herein to the Plan, or the provisions thereof, it being hereby expressly agreed that the Trustee is not a party to the Plan.

5.2 Consultation. The Trustee may consult with counsel, and the Trustee shall not be deemed imprudent by reason of its taking or refraining from taking any action in accordance with the opinion of counsel. The Trustee shall not be required to give any bond or any other security for the faithful performance of its duties under this Agreement, except such as may be required by a law which prohibits the waiver thereof.

5.3 Accounts and Records. The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the City. The Trustee shall furnish to the City a written statement of account upon request by the Mountain Brook City Council setting forth all receipts and disbursements for the requested accounting period (or such more frequent reporting basis as agreed to by the parties). Additionally, the Trustee shall furnish to the City an annual written statement of account within 120 days after the end of the Trust's year end setting forth all receipts and disbursements. Failure by the City or City Agent to disapprove any such statement of account within 120 days after its receipt thereof shall be deemed approval thereof. The approval by the City or a City Agent of the statement of account shall serve to release and discharge the Trustee from any liability or accountability to the City as respects the propriety of the Trustee's acts or transactions shown in the statement of account, except with respect to any acts or transactions as to which the City or a City Agent shall file written objections with the Trustee within the 120-day time period prescribed. The

Trustee shall not be required by the terms of this Agreement or by the sole capacity of acting as trustee to file an accounting with any court.

5.4 Limitation on Trustee's Liability and Indemnification. The City, or its designated third party administrator, shall administer the Plan as provided therein, and the Trustee shall not be responsible in any respect for administering the Plan nor shall the Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan. Further, the Trustee shall not be responsible in any respect for any act or omission of any prior trustee or custodian of any assets of the Trust Fund or the Plan, and the City agrees, to the extent permitted law, to indemnify and hold the Trustee harmless from and against any liabilities that the Trustee may incur, which are the direct or indirect result of a prior trustee's or custodian's acts or omissions. The City further agrees to indemnify and hold harmless the Trustee against any and all claims, damages, liabilities, costs and expenses (including without limitation attorneys' fees) assessed against, incurred by or imposed upon the Trustee and/or its successor in connection with or arising out of any claim, demand, proceeding, action, suit, settlement or compromise in which the Trustee may be involved or to which it may be a party by reason of its acting and serving as Trustee hereunder, except in the case of willful negligence or willful misconduct on the part of the Trustee. The right to be defended, indemnified and held harmless hereunder shall extend to the Trustee and its successor and shall continue to apply after the Trustee ceases to serve as Trustee with respect to acts or omissions committed prior to such cessation. Therefore, the provision of this section shall survive the removal or resignation of the Trustee as to acts or omissions committed prior to such removal or resignation. Such right to indemnification shall not be exclusive of other rights to which the Trustee may be entitled as a matter of law.

5.5 Finality of Decisions or Acts. Except for the right of a participant to appeal the denial of a claim, any decision or action of the Trustee made or done in good faith upon any matter within the scope of authority and discretion of the Trustee shall be final and binding upon all persons. In the event of judicial review of actions taken by any fiduciary within the scope of its duties in accordance with the terms of the Plan and this Agreement, such actions shall be upheld unless determined to have been arbitrary and capricious.

ARTICLE VI RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

6.1 Resignation. The Trustee may resign at any time by giving 30 days' notice in writing to the City.

6.2 Removal. The City may remove the Trustee at any time upon 30 days' notice in writing to the Trustee.

6.3 Successor Trustee. Upon the resignation or removal of the Trustee, the City shall appoint a successor trustee who shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of such appointment by the successor trustee, the Trustee shall assign, transfer, and pay over to such successor trustee the funds and properties then constituting the Trust Fund. The Trustee is authorized, however, to reserve such reasonable sum of money, as it may deem advisable, for payment of its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid over to the successor trustee. Until such a successor is appointed, the current Trustee shall have full authority to act hereunder; provided, however, that if no successor is appointed on or before the effective date of a resignation or removal, the Trustee may file a civil action to seek the appointment of a successor.

6.4 Report by Trustee. Within 120 days after the resignation or removal of the Trustee, the Trustee shall furnish to the City a written statement of account with respect to the portion of the year for which

the Trustee served. Failure by the City or a City Agent to disapprove any such statement of account within 60 days after its receipt thereof shall be deemed approval thereof. The approval by the City or a City Agent of the statement of account shall serve to release and discharge the Trustee from any liability or accountability to the City as respects the propriety of the Trustee's acts or transactions shown in the statement of account, except with respect to any acts or transactions as to which the City or a City Agent shall file written objections with the Trustee within the 60-day time period prescribed.

6.5 Waiver of Notice. In the event of any resignation or removal of the Trustee, the Trustee and the City may in writing waive any notice of resignation or removal as may be provided hereunder.

**ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF THE CITY**

7.1 Authority to Establish Trust Fund and Enter into Agreement. The City hereby represents and warrants that it has consulted with legal counsel regarding the City's authority to establish the Trust Fund and to enter into this Agreement and that it has been conclusively determined that the City has the authority to establish the Trust Fund and to enter into this Agreement.

7.2 Authorized Person. The City represents and warrants that the person executing this Agreement below is authorized by the City to enter into this Agreement.

**ARTICLE VIII
AMENDMENT AND TERMINATION OF AGREEMENT**

8.1 Amendment. Any or all of the provisions of this Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing, signed by the Trustee and the City. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the retirees and their eligible spouses and dependents; except as provided in Section 2.2, no such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the City. Exhibit A may be amended from time to time in the sole discretion of the City to add or remove plans that are covered by the Trust; however, a plan may not be removed from coverage under the Trust unless and until all liabilities associated with such plan have first been satisfied.

8.2 Termination. This Agreement may be terminated at any time by the City, and upon such termination, or upon the dissolution or liquidation of the City, the Trust Fund shall be paid out by the Trustee as and when directed by the City or a City Agent, in accordance with the provisions of Article II hereof and the terms of the Plan.

**ARTICLE IX
GENERAL**

9.1 Limited Effect of Plan and Trust Fund. Neither the establishment of the Plan nor the Trust Fund nor any modification thereof, nor the creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the City, or any officer or employee thereof, except as may otherwise be provided in the Plan or in this Agreement.

9.2 Protective Clause. Neither the City nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust Fund or for the failure on the part of the

insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

9.3 Construction of Agreement. This Agreement shall be construed and enforced according to the laws of the State of Alabama.

9.4 Trust Exemption. The City has previously submitted this Agreement to the Internal Revenue Service for a private letter ruling on its status as a tax-exempt trust under Section 115 of the Code.

9.5 Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.6 Headings. The headings and sub-headings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

9.7 Written Communications. All notices, demands, directions, designations, specifications, consents, instructions, approvals, requirements, information, statements or communications between the City and the Trustee required or permitted to be given, made, disclosed, furnished or transmitted under this Agreement shall be in writing and/or an electronic medium or format agreed upon by the City and Trustee and directed by first-class (postage prepaid) U.S. mail, electronic facsimile transmission, or electronic mail to the recipient at its physical address, facsimile number, or electronic mail address set forth below in this Section 9.7 or at any other physical address, facsimile number, or electronic mail address of which a party shall have notified the other party in accordance with the procedures of this Section 9.7. All notices, demands, directions, designations, specifications, consents, instructions, approvals, requirements, information, statements or communications between a City Agent (including a City Agent who is an investment manager) and the Trustee required or permitted to be given, made, disclosed, furnished or transmitted under this Agreement shall be in writing and/or an electronic medium or format agreed upon by the City (or if applicable, a City Agent) and the Trustee and directed by first-class (postage prepaid) U.S. mail, electronic facsimile transmission, or electronic mail (1) to the Trustee at its physical address, or facsimile number set forth below in this Section 9.7 or at any other physical address, facsimile number, or electronic mail address of which the Trustee shall have notified the City Agent in accordance with this Section 9.7 and (2) to the City Agent at a physical address, facsimile number, or electronic mail address of which the City or City Agent shall have notified the Trustee. Notice of a change in a City Agent's physical address, facsimile number or electronic email address shall be given in accordance with the procedures of this Section 9.7.

(a) If to the City:

City Manager
City of Mountain Brook
56 Church Street
Birmingham, AL 35213-3700
Fax: 205.870.3577

Electronic Mail Address: gastons@mtnbrook.org

(b) If to the Trustee:

Chief Financial Officer

City of Mountain Brook
56 Church Street
Birmingham, AL 35213-3700
Fax: 205.874.0611
Electronic Mail Address: boones@mttbrook.org

EXHIBIT A

**Copies of Retiree Welfare Benefit Plan(s) Covered under the Section 115 Trust Agreement
(attached)**

9.8 **Electronic Data Exchange.** Notwithstanding the foregoing Section 9.7, the City (or a City Agent, if applicable) and the Trustee may establish procedures to facilitate the secure electronic transmission and exchange of data (such as computer files) between the City (or a City Agent, if applicable) and the Trustee. All communications pertaining to any such procedures shall be subject to Section 9.7.

9.9 **Severability.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provision, to the extent invalid or unenforceable had not been included.

9.10 **Assignment of Agreement.** The Trustee may not assign this Agreement to any other trustee, corporation, person or entity unless the City consents to such assignment in writing in advance of the effective date thereof.

9.11 **No Effect on Current or Future Benefits.** Nothing in this Agreement shall be construed to define or otherwise grant any right or privilege to any benefits to any person. Benefits, if any, shall be governed by the terms of the applicable plan document. Further, this Agreement is not intended to assure or deny any existing or future employee, retired employee, any of their dependents, or any other person of any right of employment or entitlement to any benefit or otherwise restrict the ability of the City to modify or eliminate any existing or future benefit.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

"CITY"
City of Mountain Brook
By: *Paul Dean*
Its: *Mayor*

"TRUSTEE"
Steven Boone
Steven Boone

PROVISION FOR MEDICARE ELIGIBLES

Active Employees
The State Employer's Insurance Board provides active employees over age 65 coverage under the LOPHP...

SEB will provide an active employee or his/her spouse with benefits that supplement Medicare. The employee has the right to elect coverage under the LOPHP...

The LOPHP will be the primary payer for those items and services covered by Medicare. Plans that Medicare does not cover...

Should the LOPHP also cover items and services not covered by Medicare, the LOPHP will be the sole source of payment of medical services for those services.

Retired Employees
Health benefits will be provided when you or your dependent become entitled to Medicare. Coverage under this plan will be reduced by those benefits provided under Medicare...

The LOPHP remains primary for services not the retiree is entitled to Medicare. Upon Medicare enrollment the retiree's coverage under the LOPHP will be suspended...

Medicare Part B premiums are the retiree's responsibility. These premiums are deducted from the retiree's Social Security check.

Medicare Part D Prescription Drug Coverage
Medicare retirees and their Medicare dependents are entitled to the LOPHP's prescription drug coverage...

In your responsibility to inform LOPHP of any prescription drug coverage that you have or may get in the future. You are not to be enrolled in any Medicare prescription drug plan...

If you opt out of this plan, you will have the prescription drug coverage from the LOPHP. You will, however, still have the LOPHP voluntary Medicare Part A and B coverage if you opt out of the LOPHP...

2014 LOCAL GOVERNMENT HEALTH INSURANCE PLAN

Keep in mind that if you have the LOPHP plan and do not have or do not enroll in another prescription drug plan, you may have to pay a full co-insurance rate.

Medicare beneficiaries who can make changes or your coverage. You may have the plan only if you are 65 or older...

State Employer's Insurance Board
P.O. Box 20450
Montgomery, AL 36120-4500

Once you are a member of the LOPHP LOPHP, you have the right to request your distribution about payment of certain 4-year duration. Request your payment to know the right to request your distribution about payment of certain 4-year duration.

When Your Employer Should Notify the SEB
COBRA continuation coverage will be provided to qualified beneficiaries only after the SEB has been notified that a qualifying event has occurred.

When You Should Notify the SEB
The employee or a family member has the responsibility to inform the SEB of the following qualifying events.

Notice must be given to the SEB within 60 days of the date of the qualifying event or the date to which coverage would end under the LOPHP...

Medicare Part D
When the SEB is notified that a qualifying event has occurred, COBRA continuation coverage will be provided to each qualified beneficiary...

When you do not enroll continuation coverage, you agree health benefits will end. After the SEB receives timely notice that a qualifying event has occurred, the SEB will (1) notify you that you have the right to elect COBRA...

After the SEB receives timely notice that a qualifying event has occurred, the SEB will (1) notify you that you have the right to elect COBRA, and (2) send you a COBRA election notice. You have 60 days to elect COBRA...

Once the SEB has been notified of your qualifying event, your coverage under the LOPHP will be automatically extended to you for 18 months after the date your coverage would otherwise end...

2014 LOCAL GOVERNMENT HEALTH INSURANCE PLAN

TERMINATION OF COVERAGE

When Coverage Terminates
Your membership will terminate:
1. On the last day of the month in which the member's employment terminates.
2. If the last day of the month in which the member's employment terminates.
3. If the member dies.

In addition to the above, the coverage terminates for a dependent:
a. on the last day of the month in which such person ceases to be an eligible dependent; or
b. if the dependent becomes eligible to be insured as an employee in the Program.

If you opt out of this plan, you will have the option to choose continuation of group benefits as provided by the Public Health Service Act (the COBRA Section).

Family and Medical Leave Act
The State Employer's Insurance Board will adhere to the provisions of the Family and Medical Leave Act.

2014 LOCAL GOVERNMENT HEALTH INSURANCE PLAN

CONTINUATION OF GROUP HEALTH COVERAGE (COBRA)

Introduction
The Public Health Service Act (the COBRA Section) through 2009-10 requires that the SEB offer continuation coverage to qualified beneficiaries of a group health plan of a covered employer...

The notice is intended to inform you, in a summary fashion, of your rights and obligations under the COBRA continuation coverage provisions of the Public Health Service Act...

What is COBRA Continuation Coverage?
COBRA continuation coverage is a continuation of coverage under the LOPHP when coverage would otherwise terminate because of a covered employee's or dependent's termination of employment...

Qualified Beneficiaries
Individuals entitled to COBRA continuation coverage are called qualified beneficiaries. Individuals who may be qualified beneficiaries include the employee and dependent children of a covered employee...

COBRA Rights for Covered Employees
If you are a covered employee, you will become a qualified beneficiary if you lose your coverage under the LOPHP because of one of the following qualifying events:

COBRA continuation coverage will be provided for up to a total of 18 months from the date of your termination of employment or reduction in hours, depending on the type of your termination...

If you are on a leave of absence covered by the Family and Medical Leave Act of 1993 (FMLA), and you do not return to work, you will lose the opportunity to elect COBRA continuation coverage...

COBRA Rights for a Covered Dependent and Dependent Child
If you are the spouse of a covered employee, you will become a qualified beneficiary if you lose your coverage under the LOPHP because of one of the following qualifying events:

2014 LOCAL GOVERNMENT HEALTH INSURANCE PLAN

Your dependent children will become qualified beneficiaries if they lose coverage under the LOPHP because of the following qualifying events:

- The parent-employee's employment ends for any reason other than gross misconduct.
The parent-employee's hours of employment are reduced.
The parent-employee becomes entitled to Medicare benefits under Part A, Part B or both.
The parent becomes entitled to legally mandated care.
The child stops being eligible for coverage under the LOPHP as a "dependent child."

Coverage Available
If you choose continuation coverage, the SEB is required to offer you coverage that, as of the time coverage is being provided, is identical to the coverage provided under the LOPHP to similarly situated employees or family members.

When Your Employer Should Notify the SEB
COBRA continuation coverage will be provided to qualified beneficiaries only after the SEB has been notified that a qualifying event has occurred.

When You Should Notify the SEB
The employee or a family member has the responsibility to inform the SEB of the following qualifying events.

- End of employment.
Reduction of hours of employment or.
Death of an employee.

Notice must be given to the SEB within 60 days of the date of the qualifying event or the date to which coverage would end under the LOPHP...

Medicare Part D
When the SEB is notified that a qualifying event has occurred, COBRA continuation coverage will be provided to each qualified beneficiary...

When you do not enroll continuation coverage, you agree health benefits will end. After the SEB receives timely notice that a qualifying event has occurred, the SEB will (1) notify you that you have the right to elect COBRA...

After the SEB receives timely notice that a qualifying event has occurred, the SEB will (1) notify you that you have the right to elect COBRA, and (2) send you a COBRA election notice. You have 60 days to elect COBRA...

Once the SEB has been notified of your qualifying event, your coverage under the LOPHP will be automatically extended to you for 18 months after the date your coverage would otherwise end...

2014 LOCAL GOVERNMENT HEALTH INSURANCE PLAN

Because there may be a lag between the time your coverage under the plan ends and the time you learn of your loss of coverage, it is possible that the LOPHP may not continue to provide the ability to elect COBRA...

Length of Coverage
COBRA continuation coverage is a temporary continuation of coverage. COBRA continuation coverage will be up to a total of 18 months from the date of your termination of employment...

COBRA continuation coverage will last for up to a total of 18 months from the date of your termination of employment...

There is only one way to extend the 18-month COBRA continuation coverage period:
1. Disability - If you or a covered member of your family is no longer disabled under Title II (SSA) or Title XVI (SMA) of the Social Security Act...

For the disability extension of COBRA coverage to apply, you must give the SEB timely notice of your disability extension of COBRA coverage before the end of the 18-month period of COBRA coverage...

This extension is available to a spouse and dependent child. COBRA coverage if the covered employee or former employee dies, becomes entitled to Medicare, gets divorced, or if the child stops being eligible under the plan as a dependent child...

If you are unable to Medicare before you become a qualified beneficiary, you may elect COBRA continuation coverage. However, your Medicare coverage will be primary over your COBRA continuation coverage...

Keeps the SEB Informed of Address Changes
In order to protect your family's right, you must keep the SEB informed of any changes in the address of family members. You should also keep a copy for your records of any notices you send to the SEB.

When You Have Any Questions
Questions concerning your COBRA continuation coverage rights may be addressed by writing the SEB at 1300 ESB Bldg or 234,500 ESB or by mail to the contact listed below. For more information about your COBRA rights, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans...

SEB Contact Information
All notices and requests for information should be sent to the following address:

State Employer's Insurance Board
LOPHP COBRA Section
P.O. Box 20450
Montgomery, AL 36120-4500

2014 LOCAL GOVERNMENT HEALTH INSURANCE PLAN

BENEFIT CONDITIONS

To qualify as plan benefits, medical services and supplies must meet the following:

- They must be furnished after your coverage becomes effective.
- Blue Cross must determine before, during or after services are rendered that they are medically necessary. There are exceptions to this rule. For example, Blue Cross reserves the right to deny or limit coverage for services that are not medically necessary, if the services are not covered by the plan.
- PPO benefits must be furnished only if you are covered by the LOMP and the provider must be a PPO provider when the services are furnished to you.
- Expenses and cost from the reimbursement for the program, services and supplies must be limited by a provider (including Preferred Provider or not) who is recognized by Blue Cross as an approved provider for the type of service or supply being furnished. For example, Blue Cross reserves the right to deny or limit coverage for services furnished by certain providers who are not listed on the Blue Cross Provider List. If you are not on the list, you may be able to become an approved provider for the services of medical or dental services. Call Blue Cross for an approved provider for the services of medical or dental services.
- Services and supplies must be furnished while the LOMP and your coverage are both in effect and fully paid. No benefits will be provided for services you receive after the plan or your coverage ends, even if they are provided at a location where services before the LOMP or your coverage ends.

COST SHARING

Calendar Year Self-Paid Premium Maximum	\$1,200 per member \$1,400 per family (except months May to Sept in the actual amount benefit)	Out-of-pocket amount or out-of-pocket maximum
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Calendar Year Out-of-Pocket Maximum
The calendar year out-of-pocket maximum is specified in the table above. All out-of-pocket amounts (including your deductibles, copayments and coinsurance) for in-network services provided that you or your family is required to pay under the LOMP apply to the calendar year out-of-pocket maximum. Once the maximum has been reached, covered services at the in-network level must be provided at no cost to you for the remainder of the calendar year.

- There may be many expenses you are required to pay under the LOMP that do not count toward the calendar year out-of-pocket maximum, and that may count toward the plan year you have met the calendar year out-of-pocket maximum. The following are some examples:
 - Out-of-network non-emergency services (deductibles, copayments, coinsurance).
 - Amounts paid for non-emergency services or supplies.
 - Amounts paid for services or supplies in excess of the allowed amount (for example, an out-of-network provider requires you to pay the difference between the allowed amount and the provider's best charge).
 - Amounts paid for services or supplies in excess of any plan limits (for example, a limit on the number or amount of visits for a particular type of procedure, visit).
 - Amounts paid for a procedure that is not covered.

The calendar year out-of-pocket maximum applies to all services you receive under your health, accident or family medical plan.

The calendar year family out-of-pocket maximum is an aggregate dollar amount. This means that all services that count toward the individual calendar year out-of-pocket maximum will count toward the family aggregate amount. Once the family aggregate year out-of-pocket maximum is met, allowed benefits for all covered family members will pay at 100% of the allowed amount for the remainder of the calendar year.

Example: If one member in the family reaches the maximum of \$1,200, but the member's covered benefits are not exhausted, all other family members will continue to be covered under the family maximum of \$1,200.

Other Cost-Sharing Provisions

The LOMP may impose other types of cost sharing requirements such as the following:

- **Per admission/diagnosis:** These apply to services provided in a hospital. Only one per admission/diagnosis is required when two or more family members have separate qualifying non-urgent hospitalizations.
- **Days/encounter:** An appointment is a fixed dollar amount you must pay for each visit. The most services allowed in the office visit appointment that must be certified before you go to a doctor's office.
- **Coincidence:** Coincidence is the amount that you must pay in a period of the allowed amount. A maximum amount is the percentage of the allowed amount that you must pay when you receive other covered services.

- Amounts in excess of the allowed amount: As a general rule, and as specified in more detail in "Out-of-Network," the allowed amount may differ significantly from the provider's usual charges. You should be aware that when using non-emergency providers who are not preferred providers, you may be responsible for the difference between the allowed amount and the provider's usual charges. This difference may be significant. You should be aware that when using non-emergency providers who are not preferred providers, you may be responsible for the difference between the allowed amount and the provider's usual charges. This difference may be significant.

Out-of-Area Services
BCBS has a variety of relationships with other Blue Cross member Blue Shield (insurance) related to generally "non-Plan Programs." Whenever you obtain healthcare services outside of BCBS's service area, the Blue Cross and Blue Shield (insurance) relationship may be applicable. For more information, please contact your local Blue Cross and Blue Shield (insurance) office.

Typically, when receiving care outside the BCBS service area, you will obtain care from healthcare providers that have a contractual agreement with BCBS (a "contracting provider") with the local Blue Cross member Blue Shield (insurance) in the other geographic area ("Host Blue"). In such situations, you may obtain care from non-emergency healthcare providers. BCBS will reimburse you for the services you receive from the contracting provider.

A. BlueCross Program
Under the BlueCross Program, when you receive covered healthcare services outside the geographic area covered by a Host Blue, BCBS will reimburse you for the services you receive from the contracting provider. However, the Host Blue is responsible for coordinating care and generally handling all interactions with participating healthcare providers.

Whenever you receive covered healthcare services outside the BCBS service area and the claim is processed through the BlueCard Program, the amount you pay for covered healthcare services is calculated based on the terms of:

- The plan covered charges for your covered services, or
- The negotiated rates that the Host Blue makes available to BCBS.

Other, the "negotiated rates" will be a simple amount that reflects an underpayment that the Host Blue pays to your healthcare provider. Sometimes, it is an amount plus that takes into account agreed arrangements with your healthcare provider or provider group that may include types of services, benefits, services, or other rules or charges. Sometimes, it may be an amount plus, based on a charge that results in expected average charges for similar services. Healthcare providers often bill to account the same types of transactions as with an in-network provider.

Estimated pricing and coverage pricing, going forward, may take into account adjustments or services for long or under-representation of beneficiaries of past pricing for the types of transactions mentioned above. However, such adjustments will not affect the rates BCBS pays for your claim because they will not be applied retroactively to claims already paid.

Even if a small number of rates may require the Host Blue to add a surcharge to your enrollment, a very low rate maintains other liability calculation methods, including a surcharge. BCBS will then calculate your liability for any covered healthcare services according to applicable law.

B. Negotiated (non-BlueCard Program) National Account Arrangements
As an alternative to the BlueCard Program, you obtain or covered healthcare services may be processed through a negotiated National Account arrangement with a Host Blue.

The amount you pay for covered healthcare services under this arrangement will be calculated based on the negotiated rates plus any other allowed charges or negotiated plan (Plan) to the description of negotiated rates under Section A. BlueCard Program (which includes BCBS's by the Host Blue).

INPATIENT HOSPITAL BENEFITS

Pre-Admission Certification and Post-Admission Review
To be eligible for inpatient hospital benefits, all inpatient hospital admissions and stays (except medical emergency) must have Pre-Admission Certification (PAC) that is reviewed, approved, and verified by BCBS as medically necessary before you are admitted to the hospital. BCBS contracts with CMS for health management programs.

BCBS will only verify the medical necessity of the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for being aware of the limitations of your benefits.

- You are responsible for providing the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for being aware of the limitations of your benefits.
- You are responsible for providing the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for being aware of the limitations of your benefits.

To obtain pre-admission certification:

- You are responsible for providing the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for being aware of the limitations of your benefits.
- You are responsible for providing the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for being aware of the limitations of your benefits.

Inpatient Hospital Benefits for Short-Term
The benefits below are available for charges by a facility for the types of services and supplies that are listed below, and during which you are admitted to a provider and furnished in an inpatient department with you are not inpatient.

- Services to treat an established injury within 72 hours after the injury.
- Tertiary charges for treatment of a medical emergency diagnosis of medical and severe programs that require immediate attention after a 24-hour emergency. Clinical and emergency room charges that do not meet medical emergency criteria for the emergency department.
- Payment of the hospital's charges for other diagnostic services related to an approved sleep disorder study. Please contact the BCBS Customer Service Department for a list of the approved facilities.
- Outpatient and ambulatory surgery services under a 24-hour emergency per visit.
- Hospital services after a 24-hour emergency per visit.
- 74 therapy after a 24-hour emergency per visit.
- Laboratory and pathology services after a 24-hour emergency per visit.
- X-ray services after a 24-hour emergency per visit.
- Surgery after a 24-hour emergency of as of per visit.

If you are responsible to make sure that your provider obtains prior authorization from BlueCross (insurance), BCBS's medical review organization, for certain outpatient diagnostic procedures. Please to simply any visit in inpatient benefits. If you do not obtain prior authorization at an outpatient diagnostic procedure (and before), BCBS will deny all benefits for that diagnostic procedure or for any other diagnosis. If you obtain prior authorization, but not within the specified time limits, you will be responsible for a 25% penalty for the diagnostic procedure. You are also responsible for being aware of the limitations of your benefits.

OUTPATIENT FACILITY BENEFITS

The benefits below are available for charges by a facility for the types of services and supplies that are listed below, and during which you are admitted to a provider and furnished in an inpatient department with you are not inpatient.

- Services to treat an established injury within 72 hours after the injury.
- Tertiary charges for treatment of a medical emergency diagnosis of medical and severe programs that require immediate attention after a 24-hour emergency. Clinical and emergency room charges that do not meet medical emergency criteria for the emergency department.
- Payment of the hospital's charges for other diagnostic services related to an approved sleep disorder study. Please contact the BCBS Customer Service Department for a list of the approved facilities.
- Outpatient and ambulatory surgery services under a 24-hour emergency per visit.
- Hospital services after a 24-hour emergency per visit.
- 74 therapy after a 24-hour emergency per visit.
- Laboratory and pathology services after a 24-hour emergency per visit.
- X-ray services after a 24-hour emergency per visit.
- Surgery after a 24-hour emergency of as of per visit.

If you are responsible to make sure that your provider obtains prior authorization from BlueCross (insurance), BCBS's medical review organization, for certain outpatient diagnostic procedures. Please to simply any visit in inpatient benefits. If you do not obtain prior authorization at an outpatient diagnostic procedure (and before), BCBS will deny all benefits for that diagnostic procedure or for any other diagnosis. If you obtain prior authorization, but not within the specified time limits, you will be responsible for a 25% penalty for the diagnostic procedure. You are also responsible for being aware of the limitations of your benefits.

- **Alternative Hospital Procedures are limited to one per lifetime, subject to prior authorization by BCBS. Benefits for these services are provided only when the services are performed by a PPO provider. All physicians and healthcare services must be in-network hospital procedures are limited to 50% of the allowed rate.**
- **However, if you are admitted to an inpatient or long-term care facility, you are not eligible for inpatient hospital benefits. If you are admitted to a hospital inpatient care, you are not eligible for inpatient hospital benefits. Also, if you are admitted to a hospital inpatient care that occurs after the pre-approval limit, no benefits will be paid for that visit any part of that visit.**

Inpatient Hospital Benefits in a Non-Participating Hospital in Alabama

If you receive inpatient hospital services in a Non-Participating Hospital in the Alabama service area, no benefits are payable under the plan unless the services are to treat an established injury.

Women's Health and Cancer Rights Act
A member who is seeking benefits in connection with a mastectomy will not receive coverage for reconstruction of the breast on which a mastectomy was performed and reconstruction of the other breast to produce a symmetrical appearance, post-mastectomy, and treatment of physical complications or all stages of the mastectomy, including lymphedema.

Treatment includes any costs for the attending physician and patient, benefits for the treatment will be subject to the same calendar year deductibles and co-payments that apply for other medical and surgical benefits.

Organ and Tissue Transplant Benefits

Inpatient and outpatient benefits are available for eligible transplantation services and expenses for the following organs and tissues:

Organ	Transplant	Expense	Limit
• Kidney	• Liver	• Pancreas	• Skin
• Heart valve	• Small Intestine	• Stomach	• Uterus

As used for the LOMP, the term "transplantation procedure" includes the harvesting, the transplantation and the chemotherapy components.

Benefits shall be payable only if the pre-approval services, the transplant procedure and post-transplant care are performed in a hospital or facility with which Blue Cross has a written contract. You may not receive benefits for the costs of the facility beyond the year of the transplant procedure. The approval of a hospital or facility for transplantation services is limited to the specific types of organs and tissues listed in the approved list.

Transplantation services for establishing eligibility for coverage, other benefit administration than BCBS will be required in advance of the procedure. BCBS will obtain the necessary medical information and meet a determination as to whether the services are consistent with generally accepted professional medical standards and are "experimental." (See "Exclusion.")

Transplantation includes post-transplant, transplant and post-transplant services, and treatment of conditions after transplantation. The latter transplantation services in the Transplant facility does not require a prior health administration through BCBS.

If the member is the recipient of a human organ or tissue transplant already done, then organ transplantation services are covered, limited to research, removal of the organ, storage, transportation of the organ (including from and to the organ, and other medically necessary transportation costs).

Organ and Tissue Transplant Benefits are covered:

- For a number of organs the replacement of natural organs with artificial or mechanical devices, in all hospitals and facilities for all organs without exception.
- When these benefits are available through other plan coverage.
- When government funding of any kind is provided.
- When the recipient is not covered under the LOMP.
- For recipient or donor testing, blood or transportation costs.
- For donor and government services and costs incurred outside the United States.

Outpatient Hospital Benefits in a Non-Participating Hospital in Alabama

If you receive outpatient hospital services in a Non-Participating Hospital in the Alabama service area, no benefits are payable under the plan unless the services are to treat an established injury.

Pre-Admission Certification

Certain inpatient and outpatient procedures require prior authorization. Contact BCBS at 800-851-2234 before receiving the following benefits:

- **Biopsy** - Prostate biopsy - Diagnostic biopsy - Urine Prostate
- **Biopsy** - Urine Prostate

BCBS will only verify the medical necessity of the requested benefit, not whether you are eligible to receive the requested benefit.

If you are responsible to make sure that your provider obtains prior authorization from BlueCross (insurance), BCBS's medical review organization, for certain outpatient diagnostic procedures. Please to simply any visit in inpatient benefits. If you do not obtain prior authorization at an outpatient diagnostic procedure (and before), BCBS will deny all benefits for that diagnostic procedure or for any other diagnosis. If you obtain prior authorization, but not within the specified time limits, you will be responsible for a 25% penalty for the diagnostic procedure. You are also responsible for being aware of the limitations of your benefits.

Alternative Hospital Procedures are limited to one per lifetime, subject to prior authorization by BCBS. Benefits for these services are provided only when the services are performed by a PPO provider. All physicians and healthcare services must be in-network hospital procedures are limited to 50% of the allowed rate.

However, if you are admitted to an inpatient or long-term care facility, you are not eligible for inpatient hospital benefits. If you are admitted to a hospital inpatient care, you are not eligible for inpatient hospital benefits. Also, if you are admitted to a hospital inpatient care that occurs after the pre-approval limit, no benefits will be paid for that visit any part of that visit.

UTILIZATION MANAGEMENT

Utilization Management
If you are responsible to notify BCBS about a hospitalization, failure to notify BCBS may result in a \$500 deductible on the hospital admission. NOTE: BCBS will only apply to medical necessity of the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for being aware of the limitations of your benefits.

Continued Stay Review
If you believe you must be extended beyond the initial benefit authorized, BCBS will contact your provider 30 days before your scheduled discharge to obtain clinical data and provide a request for continuation of your authorization. As the completion of the review, BCBS will continue duration of benefits additional days for your stay.

Reimbursement by BCBS to Limit or Reduce Previously Approved Care
If BCBS has previously approved a course of treatment to be provided over a period of time as a member of a network, and later decides to limit or reduce the previously approved course of treatment, BCBS will give you enough advance written notice to permit you to better or appeal and obtain a decision before the date on which any treatments are no longer authorized. You must first file an appeal with BCBS.

Reimbursement Review
If you fail to notify BCBS about a hospitalization you require a Reimbursement Review for medical necessity. Requests for reimbursement review must be submitted to BCBS prior to ending or, if discharge, all information required to process the reimbursement review must be submitted to Blue Cross within two years from the date the claims request is denied by BCBS.

Order to suspend the reimbursement review process you may file a copy of your medical records to BCBS. The records can be obtained from the hospital or health care provider. You will be responsible for any cost or charges associated with retrieval and copying of medical records for medical review. Upon determination of medical necessity the claim will be processed according to the plan benefits and not be subject to any applicable rules of appeal or review.

Maternity Management
"Baby Tracker" - BCBS's Maternity Management Program offers a member, for identifying high-risk pregnancies and managing them to prevent complications to the child or delivery. An exit to a pregnancy is authorized, the patient or the doctor should call BCBS at 1 800 661 2234. By participating in "Baby Tracker" and notifying BCBS before the end of the second trimester, your benefit deductible and applicable daily copayment will be waived. After asking some questions regarding the pregnancy and medical history, BCBS will advise the doctor to schedule additional appointments as needed.

Family Care - available. The dependent mother and the provider are your best resource for explaining the program. Additionally, the dependent mother is sent a Family Care Information Card that includes additional materials related to pregnancy and children.

Case Management
You may be eligible to receive certain alternative benefits through individual case management when your condition is substantial or complex but not acute. This program is administered by BCBS. To contact them call 1 800 661 2234.

Alternative Health Care
If BCBS determines that you are a suitable candidate for individual case management, they will notify you. The best way to tell you that you are eligible to receive alternative benefits is via your provider and BCBS via your Alternative Health Care plan. Except for members subject to your Alternative Health Care plan, all members and conditions of the contract apply to you unless your provider Alternative Health Care.

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Alternative Benefits are available to you only when they replace another, less, treatment or service covered by another portion of this contract. For example, alternative benefits may not be available for an alternative to any benefit available under a valid contract.

Some alternative case management is designed to provide the most appropriate benefits for each individual case. An Alternative Health Care plan may require more than another member's plan even if they have the same medical condition. Providing alternative benefits to you as your member is not to be construed as a waiver of the right to additional and/or extended the contract benefits to you.

If you believe that you should receive Alternative Benefits, you may write BCBS explaining the reasons for your belief. If BCBS determines that you are a suitable for individual case management, they will contact you to begin the process. If BCBS determines that your medical condition does not qualify you for a suitable condition for that doctor after reviewing the medical plan you may file an appeal for Alternative Benefits. You will only file an appeal if you are not satisfied with the decision. You may also request any additional written information within 90 days of the decision you receive your right to challenge that decision later.

You must follow the procedure in this section before you can bring legal action against BCBS for Alternative Health Care. Resolving Claims Section and Appeal of Benefits Detail.

- BCBS will terminate your Alternative Benefits when any of the following happens:
- The time limit for any of the Alternative Benefits benefits plan expires.
- BCBS determines that the Alternative Benefits being provided to you are no longer Medically Necessary or are no longer available.
- You receive any treatment, service, or supplies that are not set forth in the Alternative Benefits plan. This does not apply to care, treatment, services or supplies used for a separate medical condition.
- Your coverage ends.
- You fail BCBS, in writing, that you wish to stop Alternative Benefits. This will terminate your Alternative Benefits no more than 30 days after receipt of your notice by BCBS.

Disease Management
Disease Management is a program to monitor and manage with Diabetes, Coronary Artery Disease, or Chronic Obstructive Pulmonary Disease (COPD). This program is available to eligible members of an area as a part of your benefit.

Blue Cross terminates your doctor's treatment plan when they believe you are not following your plan. They will notify you if the doctor agrees. In cases of medical necessity that you need to hospital and intensive care visit.

For Blue Cross member members who would benefit from the program by receiving medical and pharmaceutical services. Once enrolled, the member and provider will be notified by e-mailing medical and pharmaceutical services. Once enrolled, the member and provider will be notified by e-mailing medical and pharmaceutical services.

Working with you and your doctor, a health care professional specializing in your condition develops your personal health care plan or health strategy or having your blood pressure or blood sugar. The goal is to help you reach your goals.

Everything about the program is confidential. Only you, your doctor and Blue Cross know you are in the program. Call Blue Cross at 1 800 661 2234.

Appeal of Utilization Management Decision

If BCBS denies a claim or a request for review that affects the patient or the attending provider care plans, all information required to process the appeal must be submitted to BCBS within one year from the date the claim request is denied by Blue Cross (Blue Print).

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PREFERRED PROVIDER ORGANIZATION (PPO)

When you use a PPO Provider for services or treatment other than routine preventive services, you will receive additional benefits. When you DO NOT use a PPO Provider for services covered under the PPO program, covered services are paid at 80% of the PPO fee schedule unless stated otherwise in the schedule.

To maximize your benefits, each medical services from a Preferred Provider who participates in the BlueCross Preferred Provider Organization (PPO) Program. Please call 1 800 661 2234 or access the Blue Cross website at www.bluecross.com/florida for more information.

Preferred Provider (PPO) benefits for Physicians, Nurse Practitioners, and Physicians Assistants
To take advantage of PPO benefits, each doctor or PPO Provider from the BlueCross PPO directory. You or your provider must also be a PPO Provider in order for you to receive PPO benefits for lab or non-lab services, i.e., non-emergencies when surgery is performed or an independent laboratory or radiology is performed.

Other Care Services - the examination, diagnosis, and treatment for an illness or injury by a PPO Provider within the state treatment is included in the PPO benefit. You must pay a \$25 Physician office or \$20 Nurse Practitioner or Physician Assistant copayment for each visit.

Diagnostic Care Services - services for operations and testing procedures and the user care before and after operations, for routine lab tests and laboratory, for the emergency procedures requested and when medically necessary. Emergent procedures in the office are subject to a \$25 copay.

Independent Hospital Care Services - visits by a PPO Provider for your care or treatment while you are an inpatient and entitled to inpatient hospital benefits under the contract. However, you will still receive benefits for hospital medical care services if you receive benefits for surgical care, laboratory tests, or radiology therapy services during the same hospital stay. Inpatient medical care services are limited to the longest, shortest or earliest therapy visit. However, if Blue Cross denied hospital medical care, medical care services necessary and consented to the admission for which you were hospitalized you will receive medical care services benefits.

You will not be responsible for non-covered medical services when you use a PPO Provider, except when there is a signed agreement on the file in a PPO Provider's office, which states responsibility for non-covered services. In such case, you will be responsible for the total charges for the non-covered medical services.

Consultation Services - limited to your consultation with the specialist, surgery, and normally by a PPO Provider with an inpatient during each period of continued hospitalization. The consultation must be in person or video recording the agreed bill or transcript of the PPO Provider.

Outpatient Diagnostic Lab and Pathology - coverage is provided for outpatient diagnostic lab and pathology services when performed by a PPO Provider. The maximum charge is \$25 every year.

Emergency Room Physician Services - care and treatment by a PPO Provider to hospital emergency rooms is an emergency other than for surgery or childbirth. You must pay a \$25 Physician office or a \$25 Nurse Practitioner or Physician Assistant copay for each visit.

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MENTAL HEALTH AND SUBSTANCE ABUSE PREFERRED PROVIDER ORGANIZATIONS (PPO)

The LHMH is designed to provide the following mental health and substance abuse benefits.
- Outpatient Care
- Individual Therapy/Counseling
- Family Therapy/Counseling
- Emergency Services
- Hospital and Outpatient Services to a BCBS Approved Facility
- Alcohol and Drug Abuse Counseling

Your benefit coverage will vary depending on whether you choose an approved or non-approved provider. That coverage will be covered provided to you below.

Approved Outpatient Services - When you visit a Certified Regional Mental Health Center or other approved provider (not available at non-hospitalized), authorized treatment for mental and nervous disorders will apply based on the services covered. Inpatient Mental Care hospitalization, however, any treatment not available under the contract will be covered up to a maximum of 60 days each calendar year or 90% of the inpatient rate with an applicable. You can receive up to 60 approved substance abuse treatment covered at 80% of the inpatient rate with an applicable. An approved outpatient or inpatient program.

Approved Inpatient Services - Inpatient psychiatric care and substance abuse treatment provided at an approved hospital will be covered at 80% of the inpatient rate after a \$500 deductible per admission.

To be eligible for inpatient facility benefits, all inpatient admissions and stays must meet requirements that must meet Post-admission Review must for treatment, approved, and certified by BCBS as medically necessary before you are admitted. The BEH has accepted BCBS to the Utilization Review Administrator. BCBS can be reached at 1 800 661 2234.

BCBS will only verify the medical necessity of the requested benefit, not whether you are eligible to receive the requested benefit. You are responsible for filing appeals at the limitations of your benefits.

To take advantage of benefits provided by the approved provider under the BEH's Preferred Provider Organization (PPO), contact BCBS, BCBS Customer Service, or call your broker. When you make an appointment, you must be a member of the BEH's Preferred Provider Organization (PPO) program.

Managed Care Services - When you visit a non-approved psychologist or psychiatrist, separate treatment for mental and nervous disorders will be covered up to a maximum of 25 visits per calendar year. Any additional services for the individual member and the amount the greater charge. There is no coverage for services provided by a non-approved Licensed Professional Counselor or Licensed Social Worker or health care provider at a non-approved substance abuse independent facility.

Managed Inpatient Services - Inpatient psychiatric care and substance abuse treatment provided at a non-approved hospital will be covered at 80% of the inpatient rate after a \$500 deductible per admission. You are responsible for 20% of the inpatient, plus the difference between the inpatient amount and the amount that the facility charges. This amount can be substituted, or more than 60% of your net, and is not eligible for average under any other part of your contract. Admission Reimbursement is by the date or in an Approved Facility.

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"Point to Point" Review
The attending provider can initiate a prior review by contacting BCBS at 1 800 661 2234 or 1 800 675 7755 to discuss any issue to which a request for review is made. The review will be conducted by the attending physician, the BCBS physician not possessing authority to sign the contract. Based on the information provided, PPO procedures to be provided to the patient and the attending provider after the review.

Appeal
When a disagreement between the attending provider and a BCBS position is not resolved by a year to your review, either of the case may be initiated by the attending provider either patient via a telephone or written request to:

Blue Cross Blue Shield of Alabama
600 Birmingham Parkway East
Birmingham, Alabama 35203
1 800 661 2234

Medical records are obtained and reviewed with a written release has been received from the patient. If the Contracting has additional medical information to justify the authorization, the review will continue. If the non-authorization is upheld, if an appeal review decision is returned by the Contracting, the attending provider, patient and others will be notified in writing.

Independent Review
For claims involving medical judgment under review of coverage, you may also file a request with BCBS for an independent, selected review of the decision. You must request this selected review within 90 days of the date of your receipt of adverse benefit determination or that adverse appeal determination. Your request for an appeal review must be in writing, must state you are filing a request for additional review, and must be submitted to the following address:

Blue Cross and Blue Shield of Alabama
Attention: Contracting Review Appeals
P.O. Box 97744
Birmingham, AL 35209 2744

If you request an external review, an independent organization will conduct BCBS's decision. You may request independent review within 90 days of the date of your receipt of adverse benefit determination. The review organization will provide BCBS with copies of any additional information on which BCBS's appeal or non-authorization is based. BCBS will provide you with a copy of the independent organization's decision. The member of the review organization will be notified and may be notified in writing.

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ROUTINE PREVENTIVE CARE

Routine Immunizations and Preventive Care Services when provided by an in-network PPO provider are covered at 100% of the BCBS allowable rate with no deductible or copayment.

Visit your doctor regularly to receive a list of specific immunizations and preventive care services. Please note that the BSH Plan is subject to change, in addition to the services listed on the website, the following preventive services are also provided at 100% of the allowable rate with no deductible or copayment:

- Underinsured below by age 5, then once between ages 10-17
- CBC (once every 2 calendar years) ages 8-17, then once every calendar year age 18 and older
- Cholesterol testing (once every calendar year) age 18 and older
- TB skin testing (once every calendar year) age 18 and older
- TB skin testing (once every calendar year) age 18 and older

Routine Immunizations and Preventive Care Services when provided by an out-of-network or non-PPO provider are covered at 80% of the allowable rate, subject to the contract's copayment.

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Note: The term "the schedule" refers to the BEH's contracted fee schedule and the approved facilities and providers have agreed to accept for providing psychiatric or substance abuse services. The fee schedule applies to non-emergency medical services.

NOTE: A comprehensive list of all approved mental health providers is available on the BCBS website at www.bcbs.com.

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PARTICIPATING CHIROPRACTOR BENEFITS

The Participating Chiropractor Program offers members several advantages when they visit a Participating Chiropractor. Benefits are covered at 80% of the Chiropractor fee schedule with no deductible. Participating Chiropractors have agreed to file all claims and accept Blue Cross' payment along with the 20% reimbursement. The member will not be subject to any "out-of-network" charges. All benefit payments will go to the Participating Chiropractor.

Participation is required after the 120-day. If more than one provider is being visited during the calendar year, the member must file a separate (member) notification to request again after the 120-day.

Participating Chiropractors may be required to provide services during the course of your treatment. If so, the Participating Chiropractor will submit the procedure codes for you. If participation is denied, you will be notified by the date of the denial.

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Local Government Dental Benefit Plan



Local Government Plan
Effective January 1, 2014



INTRODUCTION

This summary of dental benefits available is designed to help you understand your coverage. This benefit supplements the Local Government Health Insurance Plan benefits. Both benefits must be used in conjunction when determining the terms, conditions and limitations of your dental benefits. However, not all terms, conditions and limitations are covered in these benefits. All benefits are subject to the terms, conditions and limitations of the contract or contracts between the State Employee Insurance Board (SEIB) and Blue Cross Blue Shield of Alabama or after 60-day policy termination that the SEIB may establish while that it deems it necessary to carry out its statutory obligations. Copies of all contracts are kept on file at the SEIB office and are available for review. The SEIB shall have absolute discretion and authority to interpret the terms and conditions of the plan and reserve the right to change the terms and conditions and the plan at any time and for any reason.

Local Government Health Insurance Plan Dental Benefits Administered By:

State Employees' Insurance Board
Post Office Box 204200
Montgomery, Alabama 36120-0400
Phone: (334) 253-6239
Toll-Free: 1.800.535.9197
Website: www.alibea.com

Claims Administrator

Blue Cross Blue Shield of Alabama
400 Piedmont Parkway East
Birmingham, Alabama 35209
Customer Service: 1.800.321.4201
Health Insurance: 1.800.343.1122
Prescription Line: 1.800.824.4381
Website: www.bcsbs.com

In-Network Benefits

The way in which the LGRP Plan to manage dental care needs and provide enhanced member benefits is through negotiated discounts with in-network dentists. In-network dentists are dentists that contract with the State and Blue Shield of Alabama (directly or indirectly) for providing dental care services to its insured plan. Preferred dentists are in-network dentists in the state of Alabama. Preferred Dental Members (Preferred) are in-network dentists located outside the state of Alabama. To locate in-network dentists for the LGRP, go to www.inbcsbs.com. Assuming the dentists are covered, you will normally only be responsible for out-of-pocket costs such as deductibles and co-payments of the negotiated amount.

If you receive several benefits or services from an out-of-network dentist, in most cases, you will have to pay significantly more than what you would pay on an in-network contract. Some out-of-network dentists that provide care for you contracts in excess of the allowable amount under the LGRP.

Relationship between Blue Cross and/or Blue Shield Plans and the Blue Cross and Blue Shield Association
Blue Cross and Blue Shield of Alabama is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans, which is the State of Alabama. Blue Cross and Blue Shield of Alabama is not acting as an agent of the Blue Cross and Blue Shield Association. Its responsibilities to make full any expenditure other than Blue Cross and Blue Shield of Alabama and your employer will be responsible for handling the contract. The terms of this coverage to be legal disaffiance. There are not and shall not be any obligations on the part of Blue Cross and Blue Shield of Alabama to exceed under the original agreement.

Charges and Appeals
When you receive services from in-network dentists, your dentist will generally file claims for you, in other cases, you may be required to pay the provider and then file a claim with us to be reimbursed under the terms of the LGRP. If you deny a claim to which or to part, you may file an appeal with us. We will give you a full and fair review.

Termination of Coverage
If coverage terminates, all benefits will be provided through, even if for a condition that began before the LGRP or your average contribution. In some cases you will have the opportunity to buy COBRA coverage after your group coverage terminates.

SUMMARY OF BENEFITS

PREFERRED DENTAL BENEFITS		
BENEFIT	PREFERRED	OUT-OF-NETWORK
Deductible	\$50 per member each calendar year; maximum of three deductibles per family.	\$50 per member each calendar year; maximum of three deductibles per family. Member responsible for any difference between billed charges and fee schedule reimbursement.
Diagnosis & Preventive Services	Covered at 100% of the Preferred Dental Fee Schedule with no deductible.	Covered at 100% of the Preferred Dental Fee Schedule with no deductible. Member responsible for any difference between billed charges and fee schedule reimbursement.
Basic & Major Services (Fillings, Oral Surgery, Periodontics, Endodontics, Prosthetics)	Covered at 80% of the Preferred Dental Fee Schedule subject to a \$25 annual deductible.	Covered at 80% of the Preferred Dental Fee Schedule subject to a \$25 annual deductible. Member responsible for any difference between billed charges and fee schedule reimbursement.
Orthodontic Services	Covered at 80% of the Preferred Dental Fee Schedule subject to a \$25 annual deductible. No dollar limit for medically necessary services for treatment under age 18. All other services limited to a separate lifetime maximum of \$1,000 per person for Dependent Children under age 18.	Covered at 80% of the Preferred Dental Fee Schedule subject to a \$25 annual deductible. No dollar limit for medically necessary services for treatment under age 18. All other services limited to a separate lifetime maximum of \$1,000 per person for Dependent Children under age 18 apply. Member responsible for difference in billed charges and fee schedule reimbursement.
Annual Maximum	No maximum for children under age 18. \$1,000 per member age 18 and over for all covered persons.	No maximum for children under age 18. \$1,000 per member age 18 and over for all covered persons.
Annual Out-of-Pocket Maximum	For maximum under age 18, maximum and minimum for in-network (preferred) dental services will apply to the annual health care cost out-of-pocket maximum.	For maximum under age 18, maximum and minimum for in-network (preferred) dental services will apply to the annual health care cost out-of-pocket maximum.

This is not a contract. Benefits are subject to the terms, conditions and conditions of the group contract.

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OVERVIEW OF THE PLAN

The following provisions of this contract contain a summary in English of your rights and benefits under this plan. If you have questions about your benefits, please contact Customer Service at 1-800-321-4201. If needed, simply request a Spanish translation and one will be provided to assist you in understanding your benefits.

Purpose of the Plan
The dental benefits offered through the Local Government Health Insurance Plan (LGRP) are intended to help you and your covered dependents pay for the costs of dental care. The LGRP does not pay for all of your dental care. For example, you may still be required to pay deductibles and co-payments.

Using your Plan
Choose to Get More Information from the Internet
The LGRP website offers you the most up-to-date information on the plan. If you visit, you will find a number of our forms, including applications, enrollment forms, and more. Some forms require completion, you will then receive information and forms that will help you take maximum advantage of your benefits under the LGRP.

Deductibles
Start the end of this contract you will find a section called "Deductibles," which identifies reports and amounts that have accumulated or separate accounts, to apply to make this benefit. Your maximum use generally do not use until reported before to deduct deductibles. Please take this time to familiarize yourself with how these deductibles on the plan will be calculated your benefits.

Renewal of Dental Care
Some of the LGRP does not provide benefits, you may pay provider any deductible that you and treatment are necessary. You and your provider are responsible for paying the deductible.

Limitations of Coverage
To be eligible for dental benefits, you must be enrolled in the LGRP.

Limitations and Exclusions
The LGRP contains a number of provisions that limit or exclude benefits for certain services and supplies, even if already necessary. You need to be aware of these limits and exclusions to make the most advantage of your benefits.

Dental Reimbursement
The LGRP will only pay for care that is medically necessary and not experimental, as determined by us. The LGRP will only pay for care that is medically necessary and not experimental, as determined by us. The LGRP will only pay for care that is medically necessary and not experimental, as determined by us.

BENEFIT CONDITIONS

- To qualify for your benefits, dental services and supplies must meet the following:
 - They must be provided after your average business activities.
 - CDMO must determine the date, date, or other services and supplies are furnished that they are directly necessary.
 - Preferred dental benefits must be furnished while you are covered by the LGRP and no provider must be a Preferred Dental when the services are furnished to you.
 - Services and supplies must be provided in the preferred geographic service and supplies must be provided by a provider (except Preferred Provider or any other) recognized by Blue Cross as an approved provider for the type of service or supply being furnished. Call Blue Cross Customer Service if you have any questions whether your provider is recognized by Blue Cross as an approved provider for the services or supplies you plan to receive.
 - Services and supplies must be furnished when the LGRP and your coverage are both in effect and fully paid for. No benefits will be provided for services you receive after the LGRP or your coverage ends, even if they are for a condition that began before the LGRP or your coverage ends.

COST SHARING

Calendar Year Deductible	\$50
Calendar Year Out-of-Pocket Maximum for In-Network	\$1,000 per member
Benefit for children up to age 18	\$1,000 per member
Calendar Year Maximum Benefit for Adults (ages 19 and over)	\$1,000

Calendar Year or Out-of-Pocket Maximum for In-Network Dental Services for Children Up to Age 18
The calendar year out-of-pocket maximum for in-network dental services for children up to age 18 is \$1,000 per member. Cost-sharing amounts for in-network services furnished under the health and dental plan are applied to the calendar year up to age 18. (Please refer to the LGRP document for a description of applicable cost-sharing amounts for health services.) Only in-network cost-sharing amounts determine your maximum and minimum for dental services for children up to age 18 apply to the calendar year out-of-pocket maximum.

Calendar Year Maximum Benefit
Changes applied toward annual out-of-pocket maximums incurred by you, or your covered dependents age 18 and over while covered under another Blue Cross dental contract, toward the calendar year out-of-pocket maximum will be applied toward the annual out-of-pocket maximum under this contract.

Other Cost-Sharing Provisions
The LGRP may impose other types of cost sharing requirements such as the following:
• **Co-payments:** Co-payments to the amount that you must pay as a part of the allowable amount.

Amount to excess of the allowable amount: As a general rule, the allowable amount may often be less than the dentist's actual charges. When you receive benefits from an out-of-network dentist, you may be responsible for paying the dentist's charges to excess of the allowable amount.

EXHIBIT B

**Description of any State Law, Investment Policy
or other Guidelines or Limitations Relating to Investments**

(attached)

APPENDIX 1

03087446.3

B-1

DEFINITIONS

Allowable Amount: The amount of a donor's elective that Blue Cross will recognize as covered expenses for nondiscriminatorily necessary services provided by the LGHP. This amount is generally limited to the lesser of the donor's charges for care or the fee for a procedure in the treatment method the schedule, in- or out-of-state, but not the responsibility of the patient, or payment in full for covered members. Over-allowable benefits may be the member by charges in excess of the allowable amount.

Blue Cross Blue Shield of Alabama Company chosen by the BCB: through appropriate ML, to process benefit claims that by contract laws referred to as BCB's.

Claims Administrator: The Company chosen by the BCB, through appropriate ML, to process benefit claims that by contract laws referred to as BCB's.

Dental Necessary: Services or supplies that are necessary in treatment of your dental condition. To be dental necessary, services or supplies must be determined by BCB's to be:

- appropriate and necessary for the diagnosis, diagnosis, or treatment of your dental condition;
- provided for the diagnosis or dental care and treatment of your dental condition;
- in accordance with standards of dental care and treatment of your dental condition;
- in accordance with standards of good dental practice accepted by the regulated dental community;
- not primarily for the convenience or aesthetic benefit of you, your family, your dentist, or another provider of services;
- a "dental procedure."

Benefit: One of the following when treated and when being with the scope of his/her of the plan and plan cover the member: Dental or Dental Surgery (DSD) or Cost of Hospital Stay (CHS).

Beneficial Plan: The plan within the coverage of each individual member begins as listed in the BCB's plan.

Family Coverage: Coverage for an employee and any of their dependents.

Investment: Any investment, procedure, facility, equipment, drug, drug weight, or hospital that either BCB's has not recognized as having substantially established medical value, or that does not meet generally accepted standards of medical practice. When possible, BCB's will identify other viable (clinical medical utility) covering services or supplies that BCB's considers to be investigational. BCB's issues these criteria on pre-authorized basis, completed assessment of medical practice, and marketing assessment. BCB's puts these medical criteria to practice that BCB's makes available to the medical community and the members. BCB's does not do that you and your provider will have to discuss when possible, what BCB's will pay for. If a service of supply is considered investigational according to one of BCB's' established medical criteria, BCB's will not pay for it. If the investigational nature of a service or supply is not addressed by one of BCB's' published medical criteria policies, BCB's will consider it to be non-investigational only if the following requirements are met:

- The technology must have had approval from the appropriate governmental regulatory bodies;
- The scientific evidence must present conclusions supporting the effect of the technology on health outcomes;
- The technology must improve the net health outcome;
- The technology must be as favorable as any established alternative; and

**Local Government Dental Benefit Plan
Administered By:**

State Employees' Insurance Board
Post Office Box 92200
Montgomery, Alabama 36108-0200
Phone 256.266.6226
Toll-Free 1.800.266.9117
Web site: www.alstate.org

Claims Administrator

Blue Cross and Blue Shield of Alabama
400 Boulevard Parkway East
Birmingham, Alabama 35209
Customer Service 1.800.331.6284
Regist. Program: 1.800.363.2111
Phone Toll Free 1.800.266.4308
Web site: www.bcbsal.com

Group Number 3000
ML1-723 (Rev. 11-2011)

Information BCB's needs to make an informed decision, BCB's will let you know. In either case, necessary pre-authorization are not obtain under the LGHP. When BCB's processes requests for necessary pre-authorization, BCB's is not bound by the time frames and standards that apply to claims.

- The requirement set on standards includes the investigational setting.

It is important for you to remember that while BCB's makes determination about the investigational nature of a service or supply BCB's is making those only for the purpose of determining whether to pay for the service or supply. All decisions concerning your treatment should be made solely by your attending physician and other medical providers.

Local Government Health Insurance Plan (LGHP): A self-funded benefit plan administered by the State Employees' Insurance Board.

Out-of-network's doctor: A doctor licensed to practice dentistry in any state who is not on BCB's network.

State Employees' Insurance Board (SEIB): The State agency charged with the administration of the dental benefit plan for state employees and their dependents. This agency is also referred to as BCB's.

Out-of-network: The individual whose application for coverage is made and accepted.

We, Us, Our: BCB's, the LGHP or SEIB as shown by the context.

You, Your: The contract holder or member as shown by the context.

RESOLUTION NO. 09-053

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City's investment policy (as previously adopted by Resolution No. 01-354 dated October 22, 2001) is hereby amended as follows:

"CITY OF MOUNTAIN BROOK, ALABAMA INVESTMENT POLICY STATEMENT

1. Policy

It is the policy of the City of Mountain Brook, Alabama ("City") to invest public funds in a manner which maximizes return and provides maximum security in preserving and protecting funds while meeting the daily cash flow demands on the Treasury and conforming to all applicable federal, state and/or local statutes governing the investment of public funds.

2. Scope

This investment policy applies to all financial assets of the City except those (if any) which are governed in another manner by specific reference in federal, state and/or local statutes. All assets to which this policy applies are accounted for in the City's books and accounting records and include:

- A. General Fund
B. Special Revenue Funds
C. Debt Service Funds
D. Capital Project Funds
E. Any other existing or newly created fund, unless specifically exempted.
F. Any Sec. 115 trust established for retiree welfare benefits pursuant to GASB 45

3. Maturities

All investments of current operating funds shall have a maturity of not greater than two years. All investments of capital projects, reserve, trust and agency, and debt service funds shall have a maturity of not greater than five years provided that the maturity of such funds is made to coincide as nearly as practicable with the expected use of the funds. Lesser, more restrictive, maturities may apply as specifically stated elsewhere in this policy.

4. Prudence

The standard of prudence to be used by investment staff shall be the "prudent person rule," which obligates a fiduciary to ensure that:

... Investments shall be made with the exercise to that degree of judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

5. Delegation of Authority

Unless investments are held in trust or otherwise managed by an investment manager under contract with the City, the responsibility for the City's investment program is held by the Finance Director who shall establish, monitor, evaluate, and devise procedures for the operation of the investment program consistent with this investment policy. The trustee or investment manager under contract with the City shall be responsible for managing the trust investments in accordance with a trust and/or investment management agreement. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the investment activities of all authorized officials including subordinate delegates.

6. Objectives

The primary objectives (in priority order) of the City's investment activities shall be:

- A. Safety. Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation and protection of capital in the overall portfolio. To attain this objective, diversification shall be utilized to hedge against potential losses to in the portfolio.
B. Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated. This policy mandates that appropriate forecasting of receipts and disbursements be developed and/or maintained to facilitate the knowledge of liquidity needs.
C. Return on Investments. The City's investment portfolio shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. The Finance Committee, from time to time, may adopt benchmarks for use in making performance comparisons. The benchmark rate (or rates) should be a widely accepted, published rate (or rates) for a portfolio (or multiple portfolios) whose investments and/or investment structure (or structures) is reasonably similar to that of the City's portfolio taking into account the levels of investment.

7. Reporting

The Finance Director is charged with the responsibility of preparing a quarterly investment report within forty (40) days of each quarter end for presentation to the Mayor, City Council, and Finance Committee. Within forty (40) days after the end of the fiscal year, the Finance Director is may be required to present a comprehensive annual report on the investment program for insertion into the Comprehensive Annual Financial Report (CAFR) of the City. The annual investment program report may include suggested policies and/or recommendations for improving procedures, operations and controls to assure the continuation of a prudent, productive investment program for public funds managed by and for the Treasury of the City.

8. **Qualifications of brokers, investment companies, and depositories**

Municipal funds may only be invested with companies registered under the Investment Company Act of 1940, FDIC (or similar federal insuring agency) member financial institutions, or registered broker/dealers.

9. **Investment instruments, terms and conditions, authorized and permitted by this policy are as follows:**

A. As provided in §11-81-19 and §11-81-21 of the Code of Alabama, the City may invest in direct obligations of the Department of Treasury of the United States of America and/or obligations of certain federal agencies which represent the full faith and credit of the United States (including obligations issued or held in book entry form):

- 1. The maximum time period from date of acquisition to maturity of securities may not exceed five (5) years.
- 2. Up to one hundred percent (100%) of the portfolio may be invested in direct obligations of the U.S. Government or federal agencies thereof in accordance with §11-81-19 and §11-81-21 of the Code of Alabama.

B. Certificates of Deposit and other evidences of deposit at state and federally chartered and insured banks and savings and loan associations up to amounts which are fully insured to the holder by the FDIC or similar federal insuring agency or which are fully collateralized in accordance with standards applicable to secured deposits of the State of Alabama.

10. **Safekeeping and Custody**

Securities are to be delivered to and held in an account entitled City of Mountain Brook or in the legal name of the City's trust, if applicable. Securities may be held in book entry form by the City's custodian agent. The custodian agent is to be selected and designated by the Finance Director and/or Treasurer. Release of the securities by the custodian agent may be accomplished only by appropriate release executed by the Finance Director or Treasurer.

11. **Internal Controls**

The City Manager shall be responsible for establishing a process of independent review of the investment program by an external auditor. This review should include the internal control(s) and an assessment of whether the appropriate policies and procedures are being established and complied with. Such review may specifically result in recommendations to change operating procedures to improve internal control(s).

12. **Performance Standards**

The City of Mountain Brook investment program will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The basis used by the Finance Director and Treasurer to determine whether market yields are being achieved in the portfolio shall be the average of the three-month United States Treasury bill rates for the equivalent comparison and/or reporting period(s). This calculated

benchmark rate is intended to comprise a minimum standard with actual performance typically exceeding this threshold.

13. **Periodic Review**

This investment policy may be reviewed periodically in its entirety by the Finance Committee. The review process shall not inhibit desirable modifications to the policy at other times during the year. Any modifications of to the policy shall be submitted to the City Council for approval.

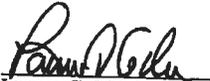
14. **The following policy will apply to acquisitions of any of the above authorized securities:**

- A. Securities shall be purchased through authorized broker/dealers for the security to be acquired.
- B. All transactions will be executed on a delivery versus payment basis. Due bills or notes are not acceptable as collateral in lieu of the purchased security.
- C. All transactions will be traded in U.S. dollars.
- D. Reverse repurchase agreements are prohibited.
- E. No securities will be purchased on margin and no short sales of securities will be made."

ADOPTED: This 27th day of April, 2009.


Virginia C. Smith, Council President

APPROVED: This 27th day of April, 2009.


Lawrence T. Oden, Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on April 27, 2009, as same appears in the minutes or record of said meeting.


Steven Boone, City Clerk

Section 11-81-19

Section 11-81-19

Investment of sinking funds generally; reports as to investment or deposit of sinking funds; contracts for purchase of savings certificates.

All sinking funds provided for the retirement of bonds shall be invested in bonds of such subdivision or in bonds of the United States or in bonds of the State of Alabama or in bonds of any county in the State of Alabama or any municipal corporation of the State of Alabama, or deposited in a bank on interest; provided, however, that the proceedings authorizing any funding or refunding bonds may prohibit the investment of the sinking fund for such bonds and require that such sinking fund shall be used exclusively in the purchase for retirement or in the redemption of such funding or refunding bonds.

All sinking funds created by resolutions or ordinance heretofore adopted must be properly set aside each year in accordance with the resolution or ordinance providing for the same and a report made thereof and filed with the clerk of the municipality or with the probate judge of the county, as the case may be, showing in detail how said sinking fund is invested or deposited.

All contracts now in effect for purchasing savings certificates under the law as it heretofore existed shall continue as legal investments.

(Acts 1927, No. 478, p. 534; Acts 1935, No. 195, p. 575; Code 1940, T. 57, §265.)

EXHIBIT A

Section 11-81-21

Section 11-81-21

Investment of funds obligation in which sinking funds may be invested.

Any municipal funds or county funds not presently needed for other purposes may be invested in any obligations in which sinking funds are now authorized to be invested, pursuant to Section 11-81-19, and in addition in any of the following:

- (1) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
- (2) Obligations of any of the following federal agencies, which obligations represent the full faith and credit of the United States of America:
 - a. Farmers Home Administration.
 - b. General Services Administration.
 - c. U. S. Maritime Administration.
 - d. Small Business Administration.
 - e. Government National Mortgage Association (GNMA).
 - f. U. S. Department of Housing and Urban Development (HUD).
 - g. Federal Housing Administration (FHA).
- (3) U. S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations which are qualified public depositories under Chapter 14A of Title 41.
- (4) Pre-refunded public obligations, defined as follows:

Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in subdivision (1) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (i) of this paragraph, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of Standard & Poor's Corporation and Moody's Investors Service, Inc., or any successors thereto.

(5) Interests, however evidenced, in any common trust fund or other collective investment fund maintained by any national or state chartered bank, trust company or savings association having trust powers, or securities of or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, so long as all of the following requirements are met at the time of purchase and during the term of investment: (i) At least 65% of the portfolio of such common trust fund, collective investment fund or investment company or investment trust

EXHIBIT A

Section 11-81-21

Page 2 of 2

must consist of investments authorized in subdivisions (1), (2), (3), or (4) above, and (ii) the remainder of the portfolio (if any, but not more than 35%) may consist only of the following investments: (x) obligations issued or guaranteed by the following agencies: Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), including FNMA, and FHLMC participation certificates, Federal Land Banks, Central Bank for Cooperatives, Federal Intermediate Credit Banks, Student Loan Marketing Association, and Federal Home Loan Banks, (y) mortgage related securities (as that term is defined in Section 3(a) (41) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(a) (41)), or (z) repurchase agreements fully collateralized by obligations, securities or investments otherwise authorized under subdivisions 5(i)-(ii), so long as the common trust fund, collective investment fund, investment company or investment trust takes possession and delivery of the collateral for any repurchase agreement either directly or through an authorized custodian. The fact that any financial institution making such investment on behalf of the municipality or county, or any affiliate of such financial institution, is providing services to the investment company or investment trust as an investment advisor, sponsor, distributor, custodian, transfer agent, registrar, or otherwise, and is receiving reasonable remuneration for such services, shall not preclude such institution from making the investment in the securities of such investment company or investment trust; provided, however, that with respect to any account for municipal funds or county funds to which fees are charged for such services, the said financial institution shall disclose (by prospectus, account statement or otherwise) to the beneficiary of such account or to any third party directing investments the basis (expressed as a percentage of asset value or otherwise) upon which the fee is calculated.

The terms "municipal funds" and "county funds" as used in this section shall include all general, special, permanent, trust and other funds, regardless of source or purpose, held or administered by any county, city or town, or by any officer or agency thereof, in the State of Alabama.

Investments of municipal funds or county funds shall be made by the officer or agency controlling their disposition. Such county, city or town, or official or agency thereof, may at any time sell such obligations purchased pursuant to this section, and the money received from such sale and the interest and profits on such investment shall be credited to the fund from which the investment was made. Any such obligation may be deposited for safekeeping with any bank, trust company or savings association organized either under the laws of the State of Alabama or of the United States.

(Acts 1943, No. 246, p. 203; Acts 1975, No. 1120, §1; Acts 1989, No. 89-633, p. 1298, §1; Acts 1990, No. 90-481, p. 708; Acts 1992, No. 92-482, p. 872, §1; Acts 1993, No. 93-340, p. 523, §1; Act 2000-748, p. 1669, §2).

EXHIBIT

115 TRUST CHANGES.

pursuant to the written direction of the City or a City Agent. Any direction of the City or a City Agent shall constitute a certification that the distribution or payment so directed is one which the City or City Agent is authorized to direct.

2.2 **Impossibility of Diversion Prior to Satisfaction of all Liabilities.** Except as set forth below in this Section 2.2, it shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to pay premiums toward the Plan and/or provide the benefits contemplated under the Plan for the exclusive benefit of covered retirees and their eligible spouses and dependents, except that any reasonable expenses of administering the Plan or Trust Fund may be made from the Trust Fund as provided for herein. Upon termination of the Trust Fund, any assets remaining in the Trust Fund will be used solely to meet its obligations to pay premiums toward the Plan and/or provide benefits under the Plan to the City's retirees, their eligible spouses and dependents who participate in the Plan and to satisfy any other remaining debts or liabilities of the Trust Fund. Any assets remaining in the Trust Fund after meeting its obligations for premiums or to participants and satisfying any liabilities of the Trust Fund shall revert solely to the City, or, as determined solely by the City, to any other entity that is a state, a political subdivision of the state or an entity the income of which is excluded from gross income under Section 115. However, in no event shall any assets of the Trust Fund be transferred for the benefit of any entity that is not a state, a political subdivision of the state or an entity the income of which is excluded from gross income under Section 115. ~~Neither~~ Pursuant to ALA. CODE § 11-104-1, et seq. (i) neither the legislature of Alabama, nor any other entity, person or organization shall have the power or authority to appropriate any assets of the Trust. ~~The~~ and (ii) the assets of the Trust shall not be subject to the claims of any creditors and will not be subject to execution, attachment, garnishment, the operation of bankruptcy, the insolvency laws, or other processes whatsoever, nor shall any assignment thereof be enforceable in court.

2.3 **Transfer of Assets.** To the extent allowed by law, the City, in its sole discretion, may direct the Trustee to transfer the assets of the Trust Fund to any other trust (including an agent multiple-employer trust) or account if such other trust or account complies with Section 115 and GASB 45 and such trust or account also will maintain a segregated accounting of assets to be used for the same purpose set forth in Section 2.2. However, if the transfer is to be made to a trust for which the Trustee is not the trustee, the notice provisions of Section 6.2 and the termination provisions of Section 8.2 herein shall apply.

2.4 **Tax-Exempt Status.** Notwithstanding any provision of this Agreement to the contrary, if the Trust Fund established hereunder shall for any reason fail to be granted, or otherwise lose, tax-exempt status under Section 115 of the Code, and the Internal Revenue Service notifies the City that the Plan and/or Trust Fund do not so qualify, the City shall provide the Trustee with a copy of such notification, and the Trust Fund shall continue to be operated in accordance with this Agreement, subject to being modified to comply with Section 115 of the Code and subject to termination pursuant to Section 8.2.

ARTICLE III
INVESTMENTS

3.1 **General.** The Trustee shall invest and reinvest the principal and income of the Trust Fund and keep the Trust Fund invested, without distinction between principal and income, in such securities or in such property, real or personal, tangible or intangible, as the Trustee shall deem advisable, including but not limited to stocks, common or preferred, trust and participation certificates, interest in investment companies whether so-called "open-end mutual funds" or "closed-end mutual funds," leaseholds, fee titles, bonds, or notes and mortgages, and other evidences of indebtedness or ownership (which investments may include any investment vehicles maintained, managed or advised by the Trustee or any of its affiliates); however, investments shall be governed by and/or limited as set forth in Sections 3.2 and 3.3. Investments shall be so diversified as to minimize the risk of large losses unless under the

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.

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- 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 Optic 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:

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- 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:
 - 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;

- (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 installation 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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APPENDIX 2

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

utility facilities are installed serially 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 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.

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 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

- 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 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.

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").

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").

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).

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

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.

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.

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.

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

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, 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.

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) 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").

8. Insurance/Indemnification/Performance Bond.

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:

Table with 2 columns: Insurance Type and Amount. 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.

Agreement. This Bond shall be issued by a surety qualified to do business in Alabama and reasonably satisfactory to the City.

9. Disputes/Enforcement/Default/Termination.

(a) 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").

(b) 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 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 of 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.

(c) 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.

(d) 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;

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: Kelly McGriff
General Counsel
107 St. Francis Street - Suite 1800
Mobile, AL 36602

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.

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

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.

(e) 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.

(f) Nothing herein shall preclude the Company from petitioning the Circuit Court of Jefferson County, Alabama to challenge a determination by the governing body of the City to terminate this Agreement and revoke the Franchise. Such challenge must be taken within thirty (30) days of the issuance of that determination.

(g) 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").

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. 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 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.

p. 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.

q. 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.

r. Licensing/Laws. Before commencing any operations contemplated hereunder, the Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to construct the 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.

s. Immigration Act. The Company represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *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: Eric Daniels

Name: Eric Daniels

Title: Chief Operating Officer

Date: February 19, 2015

CITY OF MOUNTAIN BROOK, ALABAMA

By: Lawrence T. Oden

Name: Lawrence T. Oden

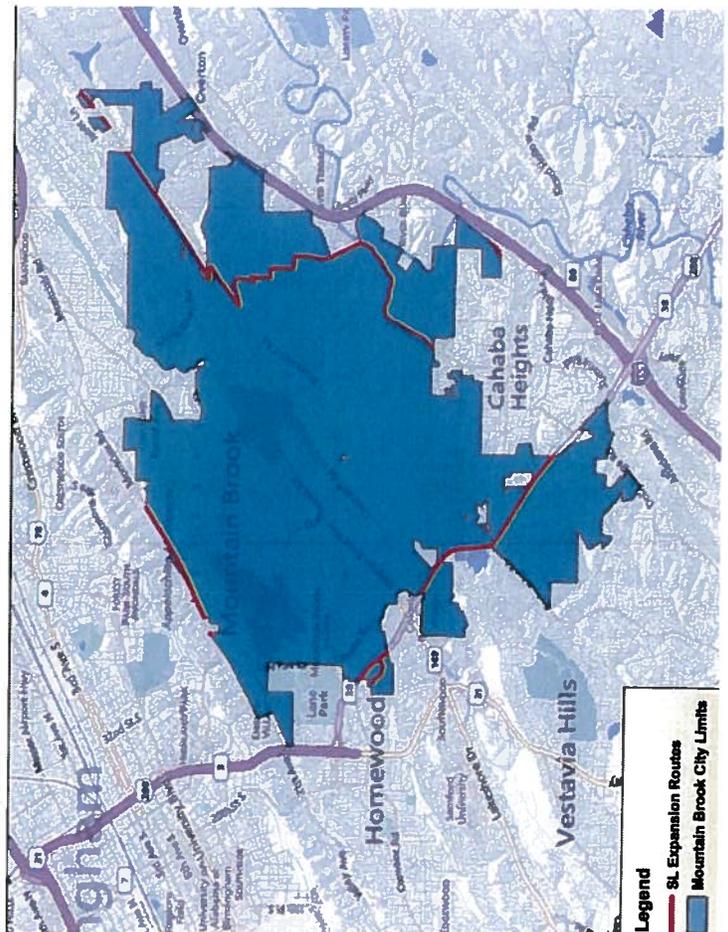
Title: Mayor

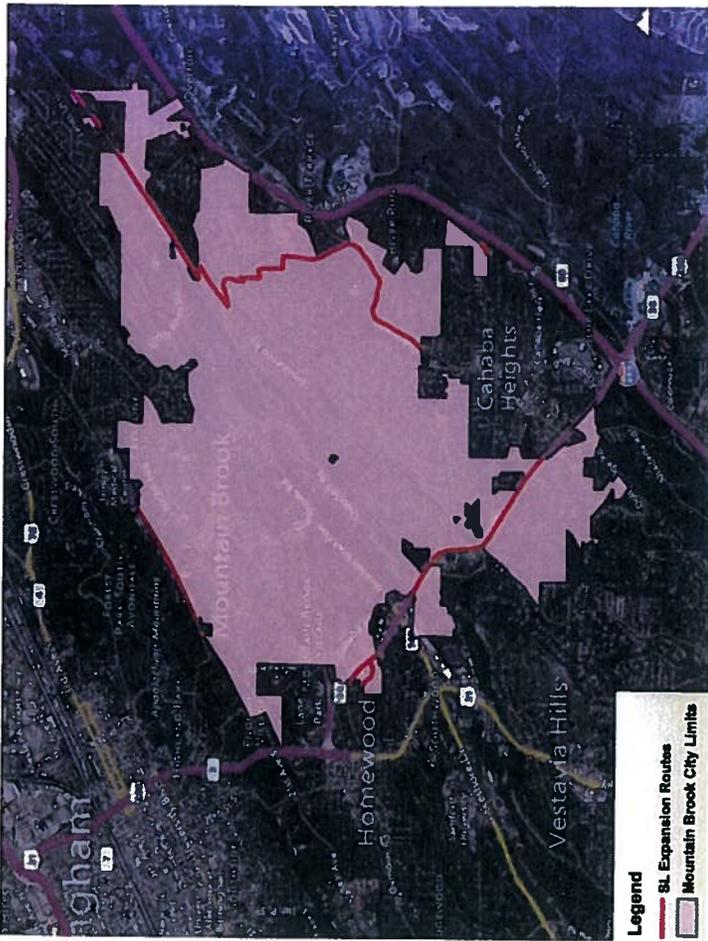
Date: 2/9/2015

APPENDIX 2

EXHIBIT A - INITIAL PROPOSED ROUTE OF SYSTEM

See attached Map.





Workers Compensation Cost Comparisons
City of Mountain Brook, Alabama
MWCF Started Fed 1, 2013

Sept 30	Total	Actuarial Reserve Adjustment	Claims Plus Admin Fees	Individual Claim Limit	Maximum Premium	Admin Fee
2015 ⁽¹⁾	\$ 64,974	\$ 0	\$ 64,974	\$ 300,000	\$ 739,293	\$ 115,531
2014	\$ (148,519)	\$ 375,000	\$ 226,481	\$ 300,000	\$ 845,467	\$ 117,309
2013	\$ 155,131	\$ 0	\$ 155,131	\$ 250,000	\$ 811,977	\$ 94,220
2012	\$ 187,292	\$ 0	\$ 187,292	\$ 500,000	\$ 1,500,983	\$ 64,621
2011	\$ 597,322	\$ (400,000)	\$ 197,322	\$ 400,000	\$ 1,240,792	\$ 63,671
2010	\$ 227,463	\$ 0	\$ 227,463	\$ 400,000	\$ 1,293,051	\$ 63,644
2009	\$ 245,154	\$ 0	\$ 245,154	\$ 400,000	\$ 1,293,051	\$ 63,194

⁽¹⁾ Four months ended January 31, 2015

In 2013, the City switched from a self-insured plan with reinsurance coverage for excessive claims to a high deductible plan with respect to its workers compensation coverage. The change enabled the City to significantly reduce its exposure on individual claims (from \$500,000 to \$250,000) as well as its maximum exposure (from \$1.5 million to \$812,000 annually).

Attached is the contract addendum to renew this plan for the 2015-2016 plan year that commences on February 1, 2015. I recommend renewing the plan as quoted.

*Boone
2/4/2015*

- ✓ Includes Admin Fee (2013-2015).
- x Reinsurance Premium Plus Claims Admin. Fees.

From: Terry Young
Sent: Wednesday, February 04, 2015 9:47 AM
To: Steve Boone
Cc: Terry Young; Johnny Prewitt; dmurdock@mcswilt.com; Carla Thienpont; Angela Walkes; Judy Hiestand
Subject: 2015 City of Mountain Brook Self Insured quotation

Steve,

Please find attached the 2015 Self Insured / MWCF Accelerated Pay Plan Proposal for the City of Mountain Brook. The basic services and outline of this year's proposal have not changed from 2014. Attached you will find our letter outlining the proposal. Also you will find the one year contract addendum and estimated Monthly Service Fee calculation. The SIR - Self Insured Retention did not change. It is still \$300k per claim for 2015. The actual cost of the admin services went down just slightly and the maximum premium / aggregate cost for the City went down slightly as well. After you have had time to review the letter, the contract addendum and the admin fee calculation worksheet, please let us know if you would like to move forward. If so, you will need to sign the contract addendum and either mail it to Steve Martin at the address indicated in the letter or email a signed copy back to me and I will handle. I am requesting a medical bill savings report from the IT person on the Alamed PPO Network. This will show you how much medical dollars have been saved in doing business with MWCF and their PPO.

I am more than happy to come sit down and review this proposal if you have time. We thank you for your support of MWCF Programs and we welcome any questions that you may have.

Thanks,

Terry

APPENDIX 3

Feb. 4, 2015

Mr. Steve Boone
City of Mountain Brook
Post Office Box 130009
Birmingham, Alabama 35213

RE: 2015 Fund Year Preferred Pay Plan Addendum

Steve:

It's that time of year again, and we have enclosed your 2015 work comp renewal quote.

The City of Mountain Brook is on a specialty program whereby for a monthly fee, the Municipal Workers' Compensation Fund provides its administration infrastructure for the workers' compensation program. This infrastructure includes the following:

- Claims Administration Services
- Loss Control Services
- Skid Car Access
- FATS Training System Access
- Safety Video Library Access
- Reinsurance - per occurrence SIR
- Aggregate Exposure - Caps the full exposure for any one year to a set dollar amount for all claims during the term of the contract
- 30-day interest free claims expense payments
- AlaMed PPO Bill Adjudication Contract Access
- State Fee Assessments

In addition to the above, this program provides an aggregate stop loss provision, whereby the City of Mountain Brook (for any one given year)

Mr. Steve Boone
December 30, 2013
Page 2 of 4

has a stop loss for all claims for that particular year and once that stop loss for that year is reached, MWCF pays all claims past that aggregate attachment point for that particular year.

All of the above is encompassed in the monthly administration fee.

The 2015 proposal includes the following attachments:

1. 2015 Fund Year Contract Addendum (See Exhibit 1)
2. Estimated Payroll & Monthly Service Fee Calculation (See Exhibit 2)

It is extremely important to note that under this program, the City of Mountain Brook will only pay \$300,000 for any one particular loss. This aspect is critical to the City of Mountain Brook.

Of critical importance is that the City of Mountain Brook is provided an aggregate policy by the MWCF which means that for the 2015 Fund year, Mountain Brook can only be liable for all claims totaled for the 2015 Fund year in the amount of \$739,293.00.

The City of Mountain Brook has also been given the Municipal Workers' Compensation Fund's PPO. Medical bills are reduced down to a lower reimbursement rate than the State's medical reimbursement fee schedule, which results in the City paying out less money for medical claims cost.

The goal from the MWCF side, is to provide the above savings into the medical payout component, to off-set and help pay for the administration fee for the services. At the end of the day, the cost to the City of Mountain Brook to participate in this specialty program costs the City very little, as a result of the above actual dollar savings provided under the medical reimbursement program of the MWCF.

Pursuant to the proposed quote, for the 2015 Fund Year, the MWCF proposes to provide the following services for an administration fee (paid monthly) of \$9,627.58 (\$115,531.00 annually).

- Claims Administration Services
- Loss Control Services
- Skid Car Access
- FATS Training System Access

Mr. Steve Boone
December 30, 2013
Page 3 of 4

Mr. Steve Boone
December 30, 2013
Page 4 of 4

Jeff Young
Jeffrey Young
Marketing Director / Account Representative

- Safety Video Library Access
- Reinsurance - \$300,000 per occurrence SIR
- Aggregate Exposure - Caps the full exposure for any one year to a set dollar amount for all claims during the term of the contract.
- 30-day Interest free claims expense payments
- AlaMed PPO Bill Adjudication Contract Access
- State Fee Assessments

CC: Steve Martin, Municipal Workers' Compensation Fund, Inc.

Attached is the (1) Addendum Contract for the 2015 Fund Year, (2) the Estimated Annual Billing that indicates what the normal premium would be if you were under the fully insured program and from which the deposit amount is calculated together with the administrative fee.

Steve, nothing contained in this package represents a billing for the 2015 Fund Year. If the enclosed material is acceptable, We will send to you the first month's Administrative Billing beginning February 1, 2015.

Steve, after review and if acceptable, please have the Addendum signed and returned to Steve Martin at the League of Municipalities and he will have the Addendum signed by Mayor Leon Smith, the Chairman of the Municipal Workers Compensation Fund, Inc. and send back to you for your file.

The addendum can be mailed to the following:

Steve Martin
Alabama League of Municipalities
Post Office Box 1270
Montgomery, AL 36102

On behalf of the Municipal Workers Compensation Fund, thank you for your support of our Alabama League of Municipalities program.

I remain sincerely yours,

STATE OF ALABAMA
COUNTY OF JEFFERSON

PREFERRED PAY PLAN AGREEMENT ADDENDUM

This addendum is entered into by and between the Municipal Workers Compensation Fund, Inc. and the City of Mountain Brook for the purposes of modifying that certain agreement entered into between the parties dated February 1, 2013 and is incorporated by reference as fully set out herein except as follows:

- 3 (a) The maximum premiums for the 2015-2016 Fund Year shall be \$739,293.00. The maximum premium consists of an administration fee in the amount of \$115,531.00 and a loss fund of \$623,762.00.
- 11 The Fund hereby agrees to maintain, at all times, with underwriters' reinsurance and/or excess coverage for protection of the member. The Fund agrees to self-insure the layer over the City of Mountain Brook's \$300,000 SIR up to the Municipal Workers Compensation Fund, Inc.'s excess carrier attachment point. Therefore, the member's specific excess retention is \$300,000.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals in duplication, with each copy to have the force and effect of the original, by their representatives, thereunto, duly authorized, on this the 1st day of February 2015.

MUNICIPAL WORKERS
COMPENSATION FUND, INC.

Attested by: _____ By: Leon Smith, President

ALABAMA CITY OF MOUNTAIN BROOK,

Attested by: Steven Boone By: Samuel G. [Signature]
Its Chief Executive Officer

ESTIMATED ANNUAL BILLING		DATE			
CITY OF MOUNTAIN BROOK		FOR			
ATTN: STEVE BOONE		DATE DUE			
P O BOX 13000		INSTALLMENT #			
MOUNTAIN BROOK, AL 35213		INVOICE # 009-2015-00001-00			
PAYROLL CODE	DESCRIPTION	RATE BASIS 2/1/2015	RATE PER \$100	PAYROLL	ANNUAL PREMIUM
8217	EXCAVATION	10.84		483,874	\$1,432
7710	FIREFIGHTERS	8.01		4,437,898	356,479
7720	POLICE OFFICERS & DR	5.93		3,490,887	208,897
8360	AUTO REPAIR SHOP	7.08		384,877	25,877
8810	CLERICAL EMPLOYEES	0.35		2,417,010	8,460
8831	DOG CATCHERS	2.81		34,071	889
8815	BLDG MAINTENANCE & JANITORIAL	7.09		18,716	1,114
9101	LIBRARY WORKERS	4.73		1,303,693	61,872
8152	PAWS	4.11		300,928	24,737
8482	STREET CLEANING	10.95		706,038	77,200
8410	BLDG INSPECTION & CODE ENFORCEMENT	2.82		311,454	7,848
				14,128,073	
TOTAL ANNUAL PREMIUM					\$1,821
PERCENT FOR DEPOSIT				0.05	\$42,402
EXPERIENCE MODIFICATION				3.00%	\$28,130
SAFETY PROGRAM				3.00%	\$28,130
DRUG FREE PROGRAM				4.00%	\$40,840
MEDICAL PROTOCOL				4.80%	\$44,808
EFFECTIVE VOLUME DISCOUNT					-\$42,127
TOTAL NORMAL PREMIUM					\$115,531.75
PERCENT FOR ADMINISTRATIVE FEE					113
TOTAL ADMINISTRATIVE FEE					\$ 827.88
ADMINISTRATIVE FEE DUE FOR CLAIMS PAID IN					\$ 827.88
TOTAL AMOUNT DUE AS OF					\$ 827.88
PREVIOUSLY PAID					\$0.00
MAXIMUM PREMIUM \$					\$623,762.00
PER CLAIM LIMIT \$300,000.00					

APPENDIX 3

STATE OF ALABAMA)
JEFFERSON COUNTY)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the ___ day of February, 2015, by and between the BOARD OF EDUCATION OF THE CITY OF MOUNTAIN BROOK, a board of education in the State of Alabama (hereinafter called "Board") and the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation organized under the laws of the State of Alabama (hereinafter called "City").

WHEREAS, the Board owns certain real estate adjacent to its school buildings upon which have been constructed recreational and athletic facilities; and

WHEREAS, City has contributed significant financial support for such recreational and athletic facilities; and

WHEREAS, City and Board entered into a lease dated October 1, 1989 whereby City and Board agreed to make the recreational and athletic facilities available, through the City, for recreational and athletic use by residents of the City under the terms and conditions set forth therein; and

WHEREAS, the lease has been beneficial to both City and Board, as well as students and residents and both City and Board desire to enter into a new lease to replace the original lease and its amendments.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, City and Board agree as follows:

1. Leased Premises. The Board leases to City, and City leases from Board, that certain real property in the City of Mountain Brook, Jefferson County, Alabama, outlined in yellow on Exhibits A-1 through A-6, which are attached hereto and incorporated herein, together with all buildings, improvements, rights-of-ways, licenses and other rights appurtenant thereto (the "Premises"), for and during the Initial Term (as hereinafter defined) and as may be extended as provided in this Lease. Board covenants to keep City in quiet possession of the Premises during the Term (but shall not be liable for the loss of use by eminent domain), subject, nevertheless, to the terms of this Lease.

2. Rent. City will pay Board, as rent for the Premises, the sum of One Dollar (\$1.00) per year.

3. Initial Term. The term of this Lease will commence on October 1, 2014 and will continue through the 30th day of September, 2024 (the "Initial Term").

4. Additional Terms. After the conclusion of the Initial Term, this Lease will automatically renew itself for additional successive terms of ten (10) years up to a maximum cumulative lease period of

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Lease Agreement
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2015-026

responsible for any hazardous materials stored or utilized in the City's operations on the Premises and City's use of the Premises shall fully comply with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations and any other applicable laws or regulations. The foregoing covenants, warranties, and representations of the City shall survive the termination of this Lease.

7. Maintenance and Repairs. City will, throughout the Initial Term or Renewal Terms of this Lease, be responsible for all utility, operational, construction, maintenance and repair costs with respect to the Premises and any Improvements thereupon, except as provided herein.

8. Annual Maintenance Fee. In consideration of City's agreement to maintain the Premises, Board will pay City an Annual Maintenance Fee. The Annual Maintenance Fee shall be ninety two thousand two hundred dollars (\$92,200.00) per year (unless otherwise adjusted pursuant to the provisions concerning extraordinary adjustment set forth below) and shall be increased to account for inflation every five (5) years by ten percent (10%) (the "Inflation Adjustment").

In any year that Board's Share of Operating Expenses, as defined on Exhibit B hereto, exceeds the Annual Maintenance Fee (including the Inflation Adjustment) for that year by twenty percent (20%) or more, the Board shall pay the Board's Share of Operating Expenses for that year and such shall be considered the Annual Maintenance Fee for that year.

The Annual Maintenance Fee shall be due and payable on December 15 of each year and shall cover the period from October 1 of the preceding year through September 30 of the year in which the payment is due. In the event that this Lease is terminated prior to the payment of the Annual Maintenance Fee for the Lease Year during which the termination occurs, Board shall pay to City the Annual Maintenance Fee prorated as of the termination date on or before December 15 of the year in which termination occurs. City shall keep records of all costs attributed to the Premises and will make those records available for inspection by the Board upon request.

9. Alterations and Improvements. City may make, at its expense, improvements, modifications, and alterations to the Premises including but not limited to the athletic fields and related equipment; fences; paved or unpaved driveways, roads and parking areas; outdoor lighting equipment; grandstands, bleachers and other seating facilities; restrooms, field houses, concession stands, press boxes, and other buildings; and playgrounds or similar facilities (collectively "Improvements"). The size and type of the materials used in the Improvements shall be in the discretion of the City. City shall have the right to maintain, repair, alter, remove, or replace the Improvements without the approval of the Board, provided that:

- a. All such work and construction shall be done in a manner and at such times that will not unreasonably interfere with the operation of any school now or hereafter located on the Board's property; and
b. Such Improvements are consistent with the permitted uses for the Premises.

Notwithstanding the foregoing, the removal of any building from the Premises shall require the prior written consent of the Board, which consent shall not be unreasonably withheld.

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City of Mountain Brook &
Mountain Brook Board of Education

APPENDIX 4

eighty (80) years ("Renewal Terms"). Notwithstanding the above, either City or Board may elect to terminate the Lease prior to the end of the Initial Term or any Renewal Term by giving the other party written notice no later than one hundred eighty (180) days before the end of the then current term, but only for the following reasons:

- a. Funds are not available to meet the obligations set forth in this Lease; or
b. The Premises are no longer suitable or needed for City recreational purposes; or
c. The Premises are needed by Board for construction of school buildings.

In the event of any of the foregoing and upon the provision of the specified notice, the Lease will be terminated as of the end of the then current term.

5. Use of Premises. City covenants and agrees to use and occupy the Premises for recreational and related municipal purposes, for community activities, and for other related activities as may be deemed by the City of Mountain Brook to be beneficial to its residents, licensees, invitees, and guests. The Premises may further be utilized as a location for the City's Park and Recreation Department; to store materials and items used to maintain the Premises; for communication facilities for the City, including telecommunication equipment and towers, radio facilities and similar facilities; and other uses ancillary to the primary recreational use of the Premises.

City will have the right to establish rules and regulations for use of the Premises for all purposes except for the Board related use described in Paragraph 11 of this Lease. City will have the discretion to determine applicable charges and fees in conjunction with its own activities and programs. Board will not be required to pay any such charges or fees for use of the Premises, except as is otherwise provided in this Lease. City will not be obligated to permit the use of the Premises, or any part thereof, for any program or event of the Community Education Program, or any other entity, which, in City's discretion, it cannot reasonably accommodate.

6. Condition of the Premises. The Premises are leased to City subject to existing easements, if any, and all laws, ordinances, orders and regulations of any lawful governmental authority having jurisdiction over the Premises. Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the uses or purposes for which they are leased, and Board has made no representation or promises with respect to the Premises except as expressly set forth in this Lease. City has examined the Premises and accepts them in the physical condition that now exists (except as otherwise expressly provided in this Lease). The Premises are being leased "AS IS" and it is acknowledged that the City may need to make additional improvements to the Premises to make them suitable for the City's continued use.

Without limitation of the foregoing, Board specifically disclaims any express or implied covenants, warranties or representations (a) as to the past, present or future existence of any toxic substances or hazardous waste on or under the Premises or the improvements located thereon, (b) as to the compliance by the Premises or the use thereof with any applicable building or zoning codes or other land use regulations, any applicable environmental laws or regulations, or any other applicable laws or regulations, or (c) as to fitness for a particular purpose or of habitability of the Premises. City will be

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City of Mountain Brook &
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No new Improvement that exceeds \$20,000.00 in cost will be constructed without the Board's approval. For such improvements, the Board will pay one-third of the cost or as otherwise may be agreed upon by the parties. No new Improvement that exceeds \$5,000.00 in cost will be constructed without first notifying the Board in writing. At the end of each fiscal year, City shall provide Board with a written summary of the nature and value of any and all Improvements, and alterations to the Premises made by City during the preceding fiscal year (if any). City further agrees to provide, upon request, financial records and documents related to all such improvements.

All improvements, modifications and alterations to the Premises shall adhere thereto and become the property of Board, with the exception of: machinery, playground equipment, equipment, outdoor recreational equipment and items, such items as are usually classified as furniture and trade fixtures, and such other items (other than leasehold improvements) which have been brought onto the Premises by and at the expense of City (collectively, "City Property"). Any such City Property shall remain the property of City, and City may remove the City Property provided all terms and conditions of this Lease have been complied with by City. In the event this Lease is terminated, as provided for in paragraph 4 (4) of this Lease, City shall be entitled to remove the City Property prior to the date of termination. Any City Property remaining on the Premises as of the date of termination shall become the property of the Board.

10. Care and Maintenance of Premises. City shall generally maintain the Premises in a clean and orderly manner and shall likewise generally maintain the Improvements and keep them in good repair during the term of this Lease. City will comply, at all times and in all respects, with all the applicable laws and ordinances relating to nuisance on or about the Premises, and the City will not by any act or omission render the Board liable for any violation thereof. City agrees to permit no waste of the Premises, but on the contrary to take good care of same, and upon termination of this Lease to surrender possession of same without notice.

11. Continued Use by Board. Board, its agents and representatives may enter the Premises at all reasonable times for the purpose of inspection thereof. The Board will have priority of use of the entire Premises for School Related Use. For the purposes of this Lease, "School Related Use" means Board directed or supervised programs and activities occurring during school hours while school is in session. The Board will also have priority of use for the following portions of the Premises for use other than School Related Use as provided herein:

Table with 2 columns: Location, Description. Mountain Brook High School, Field # 7 and Softball Field House, Football Field. Mountain Brook Jr. High School, Field # 1, Upper Soccer Field, Tennis Courts, Lower Soccer Fields.

The Board agrees, with respect to the portions of the Premises for which it maintains priority of use, to either provide City with a schedule of all events by July 1 of each year or to provide no less than forty-five days' notice as to the dates and times that it will use those portions of the Premises.

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Lease Agreement
City of Mountain Brook &
Mountain Brook Board of Education

City has priority of use of the Premises during all times and for all purposes other than those specifically described above.

Board may continue to use the Premises from time to time for events and for other occasions upon reasonable notice to City, provided that such use does not conflict with any prior-scheduled event, meeting or gathering of the City or any of its sub-lessees. In the event the Board needs to utilize any part of the Premises during times when the City has priority of use due to exigent circumstances, the City agrees to make reasonable attempts to accommodate such need if it can be accommodated without undue hardship on the City.

12. **Payment of Charges.** City will furnish or arrange for the furnishing of all necessary utility services to the Premises and will pay promptly all related charges. Likewise, City agrees to pay all sewer rentals and other charges becoming due, levied under the authority of the laws of the State of Alabama or any laws approved subsequent to the execution of this lease, provided that said charges are allocable in whole or in part to the Premises. Notwithstanding the foregoing, each party will remain responsible for the payment for power and water services to the Premises pursuant to Exhibit C to this Lease. If Board elects to transfer to the City any utility service for which it has responsibility as set forth in Exhibit C, City will assume such responsibility and the Annual Maintenance Fee shall be increased by a utility supplement consisting of the annual cost of the utility being transferred averaged over the two fiscal years prior to the year of transfer.

Board and City shall each at its own expense and for its own benefit obtain and maintain whatever general public liability insurance or similar insurance each considers necessary in connection with the Premises. Neither City nor Board shall be obligated to obtain any such insurance by this Lease.

13. **Destruction or Damages to Improvements.** Neither City nor Board will have the obligation to obtain fire or other casualty insurance on the Premises or Improvements thereupon. If the City insures the Improvements and if some of the Premises shall be damaged by any casualty that is insurable under City's insurance policy on the Premises, City shall be entitled to receive the insurance proceeds therefrom and may elect to either retain the proceeds or restore the Premises. Nothing contained herein shall render Board liable for any repairs to, rebuilding, or replacement of City's property on or about the Premises or shall otherwise obligate City to repair, replace, restore the Premises or any Improvements thereupon.

14. **Notices.** All notices and demands authorized or required to be given to the City under any provision hereof must be in writing and given by certified mail or hand delivery addressed to the City at its principal office as follows:

City of Mountain Brook
Attn: Its City Manager
56 Church Street
Mountain Brook, Alabama 35213

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City of Mountain Brook &
Mountain Brook Board of Education

options, but the same shall be and remain in full force and effect.

18. **Binding Effect.** The agreements, covenants, conditions and terms contained in this Lease shall bind and inure to the benefit of City and Board and their respective successors and permitted assigns.

19. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto, and neither party is bound by any representation or agreements of any kind except as herein contained, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

20. **Construction.** The captions or headings in this Lease are provided for convenience only and shall not affect its construction or interpretation. All words used in this Lease shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this Lease as a whole and not to a particular paragraph or section. The recitals and exhibits attached hereto shall be considered a part of this Lease.

21. **Severability.** If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect. Any provision of this Lease held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

22. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease and all of which, when taken together, shall be deemed to constitute one and the same instrument.

23. **Force Majeure.** The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such party's control which shall include without limitation, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire and other casualty, inability to obtain any material services or financing or through acts of God.

IN WITNESS WHEREOF, City and Board have executed and delivered this Lease through their respective duly authorized representatives as of the date first above written. It is understood and agreed by the parties hereto that this Lease shall be binding upon the City and Board, and their assigns or successors in interest.

MOUNTAIN BROOK BOARD OF EDUCATION

ATTEST:

By: _____
Jane Menendez,
Chairman

Mr. Richard Barlow
Superintendent and Secretary

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City of Mountain Brook &
Mountain Brook Board of Education

All notices herein authorized or required to be given to the Board under any provision hereof must be in writing and given by certified mail or hand delivery addressed to the Board at its principal office as follows:

Mountain Brook Board of Education
Attn: Its Superintendent
32 Vine Street
Mountain Brook, Alabama 35213

15. **Assignment or Subletting.** City shall have the right to assign this Lease in part or in whole or to sublet the Premises or parts thereof to duly constituted boards, departments or agencies of the City or affiliates thereof and to the following corporations, groups or entities, their successors and assigns (collectively "Approved Sublessees"):

- a. Mountain Brook Athletics, Inc.
- b. Mountain Brook Soccer Association
- c. Mountain Brook Lacrosse Association
- d. American Tower Corporation (limited to the existing cell tower at Mountain Brook High School)
- e. Persons or Groups using Premises pursuant to City's Standard Rental Agreement, (current agreement attached as Exhibit D), as may be amended.

City may not assign its rights under this Lease or sublet all or any part of the Premises, permit occupation of the Premises or any part thereof, or grant any license for use of all or any of the Premises, to or by corporations, groups, entities or persons other than Approved Sublessees without the written consent of Board. As a condition precedent to such sub-letting, the sub-lessee must assume, in writing, all the obligations of the City hereunder, including, but not limited to, those obligations pertaining to use of the Premises under Paragraph 5. Unless stated otherwise herein, such assumption shall not operate to release City from any agreement or understanding on the part of City expressed or implied in this Lease. Notwithstanding the foregoing, City shall have the right to permit a party or parties other than Approved Sublessees to manage or operate one or more concession operations on Premises whether as a sublicensee, licensee, independent contractor or otherwise.

16. **Waste Treatment Plant.** The City currently operates and maintains a Waste Treatment Plant ("Plant") on the Premises to serve the Premises and some of the Board's facilities. City will continue to operate, inspect, maintain, repair, replace or improve the Plant, any related buildings and improvements as needed to serve the Premises. City may enlarge or improve the Plant as needed to serve the Premises; provided, however, that the City shall not be obligated to increase the Plant capacity due to Board use. Board will adopt or implement measures, as recommended by City, to ensure that its use of Plant does not compromise Plant operations or increase maintenance or operational costs by City.

17. **Waiver.** The failure of City or Board to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or

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Lease Agreement
City of Mountain Brook &
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ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Virginia C. Smith
President, City Council

Lawrence T. Oden
Mayor

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Jane Menendez, whose name as Chairman of the Mountain Brook Board of Education is signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer, and with full authority, executed the same voluntarily for and as the act of the Mountain Brook Board of Education.

Given under my hand and official seal, this the _____ day of _____, 2015.

Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Virginia C. Smith, whose name as President of the City Council of the City of Mountain Brook, Alabama is signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer, and with full authority, executed the same voluntarily for and as the act of the City of Mountain Brook, Alabama.

Given under my hand and official seal, this the _____ day of _____, 2015.

Notary Public

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City of Mountain Brook &
Mountain Brook Board of Education

Exhibit A-1

Mountain Brook High School



Exhibit A-3

Crestline Elementary



APPENDIX 4

Exhibit A-2

Mountain Brook Junior High

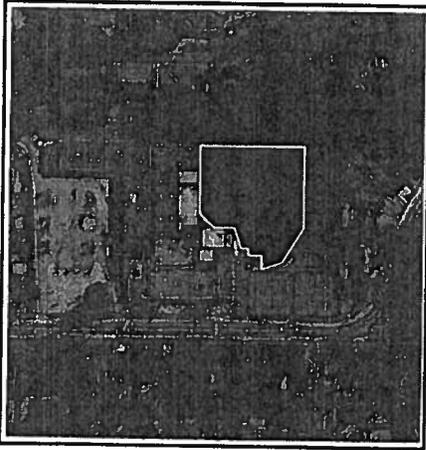


Exhibit A-4

Brookwood Forest Elementary

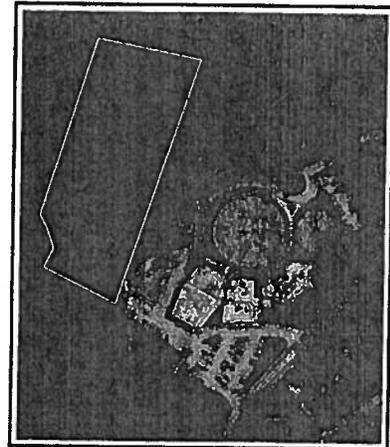


Exhibit A-5

Cherokee Bend Elementary



Board's Share of Operating Costs

The "Board's Share of Operating Costs" will be determined by adding the following components:

- a. Base Fee of \$30,000.00
- b. Phase 3 Fiscal Year Operating and Capital Expenses divided by 3
- c. Average Salary and Benefits of City Park Employees Assigned to Premises less \$30,000.00, divided by 3
- d. Chemical Costs less \$8,000.00, divided by 3
- e. Lighting Maintenance Costs divided by 10.

APPENDIX 4

Exhibit A-6

Mountain Brook Elementary



Exhibit C

Utility Payment Responsibility - Community Athletic Facilities

Location	Account No.	Meter No.	Responsible Party
			City BOC
Mountain Brook Elementary			
Water	2202596		X
Power	3063762		X
Cherokee Bend Elementary			
Water	30040175		X
Power	3225450		X
Credentia Elementary			
Water	2202598		X
Power	3063305		X
Brentwood Forest Elementary			
Water	3003897		X
Power	3033941		X
Junior High			
Water	2202598		X
Power	3225457		X
High School			
Lower Soccer Field	30041251		X
Water	30336937		X
Upper Soccer Field			
Water	3033814		X
Power	3033814		X
Athletic Complex			
Water	3033185		X
Power	3033383		X
Tennis Courts			
Water	344333002		N/A
Power	3028098		X
	3176359		X
	49872-72000 SLM Sports Park		X

Exhibit D

CITY OF MOUNTAIN BROOK
JEFFERSON COUNTY, ALABAMA

RENTAL AGREEMENT

This agreement is entered into on this _____ day, of _____, 20____, by and between the City of Mountain Brook "City" through its Parks & Recreation Dept. as "Lessor", and _____ as "Lessee", for facilities owned and operated by City located at _____ "Facilities". Rental privileges are available to residents and groups where the majority of the group's memberships are Mountain Brook residents. All teams must submit a roster of team members that includes name, address, and phone number.

1. City hereby agrees that Lessee may use the facilities for the purpose of _____ during the period beginning on _____ from _____ o'clock until _____ A.M./P.M. (All activities shall cease at dusk in parks with no lighting and no later than 9:00 p.m. at lighted facilities.) (Except tennis courts - 10:00 p.m.)
2. During this period Lessee shall have full and complete use of the noted facilities for said purpose.
3. Alcoholic beverages and gambling strictly prohibited at all Parks & Recreation Board facilities.
4. All trash and litter must be disposed of before leaving facility.
5. Lessee agrees to pay the City the sum of \$ _____, which sum shall be paid to Lessor, upon the execution of this agreement at the M.B. Parks & Recreation office in accordance with the following fee schedule. Refunds are only available should the event be canceled by the Lessor:

Playing Fields: Football, Soccer, Baseball & Softball.

Daytime	\$30/ hr. per field
Lighted	\$40/ hr. per field
Setup/line off	\$15/ ea. per field
Tennis Courts	\$12/ hr. per court
Overton Pavilion	\$35/ 2 hrs. (Residents of Mountain Brook)
	\$70/ 2 hrs. (Non-Residents of Mountain Brook)

PAYMENT - Make Check or Money Order Payable to: City of Mountain Brook

To reserve the above facilities, contact the following:

LaTroya Mines, Parks & Recreation Dept.	(205) 802-3877	Overton Park
Allen Jones, Parks & Recreation Dept.	(205) 802-4018	Turf Grass Fields
Brad Hart, Mtn. Brook Athletics	(205) 414-3854	Baseball, Softball, Football

6. Lessee agrees to indemnify and hold harmless Lessor, its officials, officers, employees and agents against all actions, causes of action, demands, damages, losses and expenses of any kind, including but not limited to, attorney's fees and court costs which may be asserted against, or suffered by, City on account of, or arising out of, this agreement or the use of facilities by Lessee. In addition, Lessee assumes all risks in connection with its use of the facilities.
7. The term of this agreement may not be extended or modified except by a written agreement between City and Lessee.
8. By using the facilities, Lessee agrees that it shall comply with all applicable laws, ordinances, rules and regulations and that it shall not allow any activities to be conducted at the Facilities, which are unsafe, dangerous or improper in any manner.
9. If Lessee breaches any term of this agreement, City shall have the right to terminate this agreement by written or verbal notice to Lessee.

Executed on this _____ day of _____, 20____

Signature: _____ Print Name: _____
 Title: _____ Phone: _____
 Email: _____ Witness: _____

APPENDIX 4

Sam Gaston

From: Philip Black
Sent: Wednesday, January 14, 2015 9:29 AM
To: Sam Gaston; Rob Walker; James Carter; hanklong@bellsouth.net; lauren@barrettarchstudio.com
Cc: Jerry Weems; Carole Epstein
Subject: RE: Building Code ordinance
Attachments: 2015 ICC Important Changes FINAL.pdf

Sam / Jerry:

I have attached a helpful table of changes to the codes published by the National Multifamily Housing Council which summarizes: Code citation involved, type of change, possible cost implications (Cost Increase or Decrease), and comments.

From my review and general understanding of the changes and from discussion from some of my colleagues, the limited number of revisions which result in increased cost do benefit the public health safety and welfare. These are mostly residential and multifamily fire protection and detection (particularly carbon monoxide detection) systems that might affect Mountain Brook residents. The other notable changes are more geared towards highrise and institutional healthcare occupancies. The remaining changes are for clarity, and coordination among the codes and other standards.

Another significant change is the deletion from the IBC of Chapter 34 dealing with existing buildings. The ICC Board of Directors and membership decided that existing buildings should be addressed by the International Existing Building Code (IEBC).

In my opinion, I would recommend adoption of the new code editions. Please let me know if you have any questions.

From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Tuesday, January 13, 2015 3:54 PM
To: Rob Walker; Philip Black; James Carter; hanklong@bellsouth.net; lauren@barrettarchstudio.com
Cc: Jerry Weems; Carole Epstein
Subject: RE: Building Code ordinance

The week before if you have any comments.

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

From: Rob Walker [mailto:rob@rw4arch.com]
Sent: Tuesday, January 13, 2015 3:17 PM
To: Sam Gaston; Philip Black; James Carter; hanklong@bellsouth.net; lauren@barrettarchstudio.com
Cc: weemsj@mtnbrook.org; Carole Epstein
Subject: RE: Building Code ordinance

Sam-

I will take a look and let you know if there are any issues.

1/14/2015

1929

With the understanding that meeting is on 2/9, by when do you need any feedback?

Rob Walker, AIA – LEED AP

Rob Walker Architects, LLC
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Birmingham, AL 35233
 ph.205.254.3212
 cell.205.542.0342

From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Tuesday, January 13, 2015 3:13 PM
To: Philip Black; Rob Walker; James Carter; hanklong@bellsouth.net; lauren@barrettarchstudio.com
Cc: weemsj@mtnbrook.org; Carole Epstein
Subject: FW: Building Code ordinance

Gentlemen,

The City will consider adopting the 2015 International Building, Residential, Fuel Gas, Mechanical, Plumbing and Fire Codes at its February 9th meeting. The Council asked me to contact you to see if you had time to review some of these codes and give us feedback prior to the February 9th meeting. Do you see any major problems for architects, builders and property owners by the adoption of these codes? Copies of the codes are on file in the Building Inspections Office, on top of the white map file, or at the International Code Congress office on Montclair.

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

From: Steve Boone [mailto:boones@mtnbrook.org]
Sent: Tuesday, January 13, 2015 11:38 AM
To: Sam Gaston
Cc: Jerry N. Weems
Subject: Building Code ordinance

For distribution to selected architects

--
Steven Boone
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 Mountain Brook, AL 35213-0009
 Direct: (205) 802-3825
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<http://mtnbrookcity.blogspot.com/>
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1/14/2015



BACKGROUNDER | OCTOBER 2014

2015 ICC Model Codes Summary of Important Changes

The 2015 International Code Council (ICC) model building codes were completed in June 2014 and are now available for adoption at the state and local level. This document summarizes the significant changes made between the 2012 and 2015 codes that affect apartments (Residential R-2) and commercial occupancies. For the first time, the National Multifamily Housing Council (NMHC), National Apartment Association (NAA), Building Owners and Managers Association (BOMA) and National Association of Home Builders (NAHB) encourage state and local jurisdictions to consider adopting the 2015 I-Codes when updating their state or local codes. Two exceptions to this are noted in this document.

Importantly, this summary does not include all the changes, and therefore developers and designers need to consult the codes for other changes that may impact a specific design. For each change, the tables included indicate whether the change is likely to result in higher or lower costs (or whether the impact is unknown).

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03

- 6. Application of the NFPA 13R sprinkler system.
- 7. Design and use of assembly occupancies on building roofs.

Changes noted as "Increase" are important and will impact specific requirements within the building. Major changes in this category include:

- 1. Requirements for a secondary sprinkler water supply in Seismic Design Category C, D, E, or F.
- 2. New requirements for opening protective glazing.
- 3. Use of limited area sprinkler systems.
- 4. Requirements for alarm systems in college and university buildings.

The changes noted as having cost implication of "None" or "Unknown" need special attention because they will impact the building design and could have an impact on specific provisions in the code. Major changes here include:

- 1. Revision to requirements on dampers protecting ceiling membrane.
- 2. Use of cross-laminated and fire-resistant lumber.
- 3. Location of smoke alarms near kitchens and bathrooms.
- 4. Use of smoke detection systems as alternative to providing smoke alarms.
- 5. Measurement of exit and exit access configuration.

One additional note: Special awareness should be given to any attempts to adopt Appendix L – Fire Fighter Air Replenishment Systems and Appendix M – High-Rise Retro Active Installation of Automatic Sprinkler Systems. Appendix items are not part of the code unless they are specifically included during the code adoption process.

Designers and builders need to consult the 2015 ICC codes that are not listed for changes that may be of concern to specific projects.

Important Changes to the 2015 IBC (cont'd)			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IBC 1016.2(1) "Egress through Intervening Spaces," 3006.4 Means of Egress"	New Provision	Decrease	Exit access is permitted through an enclosed elevator lobby that leads to at least one of the required exits. Exit access to not less than one of the other required exits shall be provided without travel through the enclosed elevator lobby.
IBC 1023.3.1 Exception 2 "Interior Exit Stairway Extension"	New Provision	Decrease	An exit stairway does not require a door at the stairway opening into an exit passageway if the exit passageway has no other openings into it from the building.
IBC 1107.4 Exceptions 3 and 4 "Accessible Route"	New Provision	Decrease	Exceptions added to exempt, in certain cases, accessible stories and mezzanines in buildings with Group R-2 units or dormitories if accessibility is provided to other facilities.
Previous 2012 IBC Section 3004 "Hoistway Venting"	Deleted	Decrease	The hoistway venting requirements have been deleted from the 2015 IBC since they were antiquated and wasted building energy. Only Section 3004.3.1, "Plumbing and Mechanical Systems," was retained, and it was relocated to Section 3002.9
IBC 101.4.7 "Existing Buildings," Previous 2012 IBC Chapter 34 "Existing Buildings"	Deleted 2012 IBC Chapter 34	None	The requirements (Chapter 34) for existing structures have been removed from the 2015 IBC. All existing construction requirements are now in the 2015 International Existing Building Code (IEBC).
IBC 104.11 "Alternative Materials, Design, and Methods of Construction and Equipment"	Revision	None	Last sentence was added that requires the code official to provide in writing the reasons why the alternative was not approved if he/she rejects the application for an alternative design under this section of the Code.
903.3.1.2.2 "Open-Ended Corridors"	New Provision - Correlation	None	This new section was added to the sprinkler requirements just to clarify that when applying the open-ended corridor (i.e., open breezeway) sprinkler requirements of Section 1027.6 Exception 3.1 to a building sprinklered in accordance with NFPA 13R, it is the intent of the IBC Code to also require the open-ended corridors and its associated exterior stairs to be sprinklered when using Exception 3 of Section 1027.6.
903.3.5 "Water Supplies"	Revision	None	New last sentence in section was added to clarify that the fire flow test for the design of the sprinkler system needs to be adjusted for seasonal and daily pressure fluctuations.
IBC 907.2.11.4 "Smoke Alarms Near Bathrooms"	New Provision	None	Smoke alarms are to be located a minimum of three feet from the bathroom door when the bathroom contains a bathtub or shower.

Important Changes to the 2015 IBC (cont'd)			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IBC 705.6 "Exterior Wall-Structural Stability"	Major Change	Decrease	Exterior fire-rated walls that are braced by floor or roof assemblies that have a lesser fire resistance rating are now permitted. Previous editions of the IBC Code required Construction Type III buildings with two -hour fire-rated exterior walls to have floors that support the two-hour fire-rated exterior walls to be upgraded to the two-hour fire rating. This is a major cost since apartment buildings built of Construction Type III under the legacy codes only required one-hour floor and roof assemblies to support the two-hour fire-rated exterior walls.
IBC 707.5 Exception 2 "Fire Barriers-Continuity"	New: Clarification	Decrease	Clarifies that the walls of an interior exit stairway do not need to extend through the attic space to the underside of the roof deck if the ceiling of the stairway terminates with a fire-rated top enclosure complying with Section 713.12.
IBC 714.4.2 Exception 7 "Membrane Penetration"	Revision	Decrease	This exception was new in the 2012 IBC (Section 714.4.1.2 Exception #7) and allowed for a practical application of the code in circumstances where wood-framed walls extend up to and attach directly to the underside of joist/trusses floor and roof fire-rated assemblies. It was further modified to permit the wood framed walls to be sheathed solely with Type X gypsum wallboard in lieu of being a fire resistance rated wall assembly.
IBC 717.1.1 "Ducts and Air Transfer Openings"	New Provision	Decrease	Duct will be allowed to leave a fire-rated shaft enclosure, transition horizontally, and then enter another fire-rated shaft if the duct penetrations on each side of the shafts are protected with fire dampers. Note that this is not permitted for clothes dryer exhaust ducts or any other ducts that the I Codes require to be continuous and uninterrupted.
IBC 903.2.1.6 "Assembly Occupancies on Roof"	New Provision	Decrease	Code now addresses how to deal with assembly occupancies on the roof of a building. When the occupant load > 100 for Group A-2 (i.e., restaurant), or > 300 for other Group A (i.e., meeting rooms, swimming pools) all floors to, and including, level of exit discharge are required to be sprinklered per NFPA 13 or NFPA 13R, as applicable. Since all new Group R occupancies are already required to be sprinklered, this new requirement is a good clarification of the Code for such common assembly occupancies that are to be located on the roofs of new apartment projects. Note that there is an exception to this sprinkler requirement for open parking garages of Construction Type I or Type II.

Important Changes to the 2015 IBC (cont'd)			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IBC 1405.3 "Vapor Retarders"	Revised	None	Requirements for vapor retarders have been modified. In Climate Zones 1 and 2, Class I and II vapor retarders are not permitted on the interior side of frame walls. In Climate Zones 3 and 4, Class I vapor retarders are not permitted on the interior of frame walls. Class III vapor retarders are required in specific locations.
IBC 3104.5 Connections of Pedestrian Walkway to Buildings"	Makes Code More User Friendly	None	Revised, reformatted section with no intended changes to the existing requirements.
IBC Section 3006 "Elevator Lobbies and Hoistway Opening Protection	New Section with Relocated Requirements	None	The elevator lobby requirements that were located in 2012 IBC Section 713.14.1 were reformatted and relocated into newly created Sections 3006.2 and 3006.3 in the 2015 IBC.
IBC 403.3.3 "Sprinkler Secondary Water Supply"	Relocated	None	Sprinkler systems in high-rise buildings in Seismic Design Category C, D, E or F are required to have a secondary water supply.
IBC 202 Definition of "Corridor Damper," 717.3.2.4 "Corridor Damper Rating," 717.3.3.5 "Corridor Damper Actuation," 717.5.4.1 Exception #1 "Where Required-Corridors"	New Provision	Unknown	New design option protecting the ceiling membrane's HVAC penetrations for a fire-rated exit access corridor where the ceiling of the corridor is constructed using a fire-rated corridor wall assembly placed horizontally.
IBC 602.4 Cross-Laminated Timber Use in Construction Type IV	New Provision	Unknown	Revisions allow the use of fire-retardant-treated lumber, cross-laminated timber and glued-laminated plank in specific applications.
IBC 703.2.4 Fire-Resistance Ratings and Fire Tests: Supplemental Features"	New Provision	Unknown	When a listed fire resistance assembly is modified, sufficient data shall be made available to the code official to show that the required fire resistance rating is not reduced.
IBC 705.2 "Projections," 705.2.3 "Combustible Projections"	Major Change	Unknown	Table 705.2, "Minimum Distance of Projections," was modified and simplified and now requires an increase in the separation required between the leading edge of a building's projection and the property line (or fire separation distance line). Section 705.2.3 was simplified and requires added protection where a combustible projection is within 5' of a property line (or FSD).
907.2.11.7 "Smoke Detection System"	New Provision	Unknown	Clarifies that an acceptable alternative to providing single and multiple-station smoke alarms is to use smoke detectors, listed per UL 268, that are part of the building's fire alarm system.

Important Changes to the 2015 IBC (cont'd)			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
Chapter 10 "Means of Egress"	Major Revisions, Relocations and Clarifications	Unknown	2012 IBC Sections 1015 and 1021 requirements were relocated and revised into the general provisions of Sections 1006 and 1007. All the section numbers that were in the 2012 IBC have been changed in the 2015 IBC because of the extensive reorganization and revisions during this code cycle. Users of the Code are cautioned to do an extensive review of Chapter 10 before designing a project under this new edition of the Code.
IBC 1007 "Exit and Exit Access Doorway Configuration"	New Provision	Unknown	New section with specific requirements on how to measure the separation distance between exits, exit access doorways/stairways and ramps.
IBC 1015.7 Exception "Roof Access"	New Exception	Unknown	Exception eliminates the guards required for roof access where the roof hatch opening is located within 10' of the roof edge or the open side is located > 30" above the floor, roof or grade above, where permanent fall arrest/restraint anchorage connector devices complying with ANSI/ASSE Z 359.1 are provided.
IBC 2406.4.7 "Safety Glazing Adjacent to the Bottom Stairway Landing"	Revision	Unknown	Requires safety glazing if glazing is located < 60" above the bottom of a stair, or within a 60" horizontal arc if < 180 degrees from the bottom tread nosing.
IBC 111.1 "Use and Occupancy"	Revision	Increase	A change in a building use, or portion thereof, with no change in its occupancy classification will now require a new Certificate of Occupancy.
IBC 716.5.8.4 "Opening Protectives-Safety Glazing"	Revision	Increase	Previous editions of the Code only required safety glazing for "fire protection-rated" glazing in fire door assemblies, now it will be required also for "fire resistance-rated" glazing in fire door assemblies. Note that Section 716.5.8.1.1 provides the locations where "fire resistance-rated" glazing in fire door assemblies can be used, and Section 716.5.8.1.2 provides the requirements where "fire protection-rated" glazing in fire door assemblies can be used.
903.3.8 "Limited Area Sprinkler Systems"	Major Revisions	Increase	In existing, non-sprinklered apartment buildings, limited area sprinkler systems were mostly provided in basements where storage rooms, boiler rooms and similar spaces were located. Revisions reduced the number of sprinklers from 20 to six that can be used on a "limited area sprinkler system" in any single fire area. In addition, it now requires hydraulic calculations to be done to show that these sprinklers that are piped off the domestic water supply can control a fire.

Important Changes to the 2015 IFC			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IFC 1103.3.2 Elevator Emergency Operation	New Provision	Decrease	New exception to requirements for updating elevators to latest standard which include installation of protective doors, sprinkler protection, and for freight elevators sprinkler protection provided at least one elevator complies with A17.3.
IFC 1104.22(4) "Means of Egress for Existing Buildings-Exterior Stairway Protection"	Deletion of 2012 IFC Section 1104.21(4.1)	Decrease	Remainder of Section 1104.21 was moved to 1104.22. The requirement to retroactively sprinkler existing, open-ended corridor (i.e., open breezeway) buildings was deleted.
IFC 1103.7.6 Exception 4 "Manual Fire Alarm System in Existing Group R-2 Occupancies"	New Exception	Decrease	Exception 4 eliminates the requirement for a manual fire alarm system in an existing R-2 occupancy where all four requirements are met: <ol style="list-style-type: none"> 1. Building is ≤ three stories in height above grade plane. 2. Dwelling units are not served by interior corridors. 3. Dwelling units are separated from each other by 3/4 hour fire barriers. 4. Dwelling units are provided with smoke alarms per Section 907.2.11.
IFC Appendix B B105 "Fire Flow Requirements for Buildings"	Revisions	Unknown	If a jurisdiction adopts the IFC and makes Appendix B mandatory in the adopting ordinance, then fire flows for townhouses and other buildings can be reduced based on the construction type and sprinkler system installed (NFPA 13, NFPA 13R or NFPA 13D).
IFC Appendix C "Fire Hydrant Locations and Distribution"	Revisions	Unknown	If a jurisdiction adopts the IFC and makes Appendix C mandatory in the adopting ordinance, then the revisions to Sections C103.2 Exception and C104.1 provide increased spacing for existing fire hydrants and credit for existing fire hydrants on adjacent properties that can be used. Also new footnotes "f" and "g" permit fire hydrant spacing increases based on the type of sprinkler system installed in the building.
IFC Appendix L "Fire Fighter Air Replenishment Systems (FARS)"	New Provision	Increase	If a jurisdiction adopts the IFC and makes Appendix L mandatory in the adopting ordinance, then buildings required by the local adopting ordinance to have FARS would be required to comply with Appendix L's design, installation, testing and maintenance requirements.
IFC Appendix M "High-Rise - Retroactive Automatic Sprinkler Requirement"	New Provision	Increase	If a jurisdiction adopts the IFC and makes Appendix M mandatory in the adopting ordinance, then all existing high-rise buildings in that jurisdiction will be required to be sprinklered.

Important Changes to the 2015 IPC			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IPC 106.1.1 "Annual Permit"	New Provision	Decrease	An annual permit for plumbing repairs can be issued to a person, firm or corporation to perform plumbing work on individual plumbing items that have already been approved when they employ a qualified tradesperson.

Important Changes to the 2015 IECC			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IECC C402 and Chapter 5 Performance Compliance Options	Revision	Decrease	Allow component performance design options for wall, floor, roof and other systems using overall building insulation values to reduce insulation values in individual components.
IECC C504.2.3 Roof Covering Air Barrier	Revision	Decrease	Exemption for repair/replacement of roof recovering from the requirement for an air barrier.
IECC C406 and Chapter 5 Energy Efficiency Packages	Revision	Unknown	Additional choices for required additional energy efficiency packages that can be more cost-effective for new and existing buildings.
IECC Tables C402.1, C402.4, R402.1.2 and R402.1.4-R-values and U-values	No Change from the 2012 IECC	Increase from the 2009 IECC	The R-value and corresponding U-value tables for the commercial and residential requirements have not been changed (except roof insulation), and are the same as in the 2012 versions of the IECC which are not cost effective. See separate document, <i>Recommended Amendments to the 2015 International Energy Conservation Code (IECC)</i> , for more information.
IECC R402.4.1.2-Thermal Envelope Air Barrier Testing	No Change from the 2012 IECC	Increase from the 2009 IECC	The residential Section R402.1.2 requires that the air barrier be pressure tested in accordance with a test method for one- and two-family dwellings that is not appropriate for R-2 occupancies. See separate document, <i>Recommended Amendments to the 2015 International Energy Conservation Code (IECC)</i> , for more information.
IECC Commercial and Residential Provisions	Revisions and Editorial	Increase	The Commercial portions, which apply to R-2 occupancies four-or-more stories in height; and the Residential portions, which apply to R-2 occupancies three-or-less stories in height, have major revisions to text which need to be considered during the design process.
IECC C403.3.2.1 and Chapter 5	Revision	Increase	Increased hot water piping insulation levels with limits on lengths of hot water piping.

Important Changes to the 2015 IFGC			
Section(s) and Issue(s)	Type of Change	Cost Implication	Comment
IFGC 307.6 A/C Condensation Pumps	New Provision	Increase	Condensation pumps located in attics, crawl spaces and other uninhabited spaces must have controls that shut down the appliance upon failure of the pumping system.
IFGC 404.7 "Protection Against Physical Damage"	New Provision	Increase	Provisions added to protect concealed piping from penetration by nails, screws and other fasteners.

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 employ individuals (staff or volunteers) to remind carpool drivers of the turn restriction signs.

Sam Gaston

From: Richard Caudle
 Sent: Wednesday, January 28, 2015 1:35 PM
 To: PITNER, RICHARD (NATHAN); Sam Gaston; CHRISTIAN, CHRISTY; BARLOW, DICKY
 Cc: Ted Cook; Charles Clark; Ronald Vaughn
 Subject: RE: South Brookwood Road traffic study

See some minor edits below.

From: PITNER, RICHARD (NATHAN) [mailto:PITNERR@mtnbrook.k12.al.us]
 Sent: Wednesday, January 28, 2015 1:32 PM
 To: Sam Gaston; CHRISTIAN, CHRISTY; BARLOW, DICKY
 Cc: Richard Caudle; Ted Cook; Charles Clark; Ronald Vaughn
 Subject: RE: South Brookwood Road traffic study

Below is a draft of the communication we are planning to send. You'll note we abbreviated the recommendations. I wasn't sure if you'd prefer we send more. I'd like your feedback on whether this is what everyone had in mind before moving forward.

Recently the Mountain Brook City Council commissioned a traffic study to investigate South Brookwood Road, specifically in regard to our morning and afternoon carpool situations. While the traffic study firm was highly complementary of the steps previously taken to ensure safety and efficiency in regard to current procedures, BWF wants to constantly engage in conversations that lead to continuous improvement in these areas. The logistics associated with our location and the surrounding roads don't lend themselves to any obvious solutions, but the firm was able to make a handful of recommendations that we hope will be beneficial to parents, students, and the community at large. The recommendations reflect the collaborative relationship that the school, community, city, and police have come to enjoy. To that end, this email represents an attempt to ensure that our families are properly informed regarding the recommendations that will be discussed at the City Council meeting on Monday, February 9th at 7:00 p.m. Below you will find a simplified list of those recommendations, but we'd encourage you to attend the public hearing if you'd like to know more.

Recommendations:

1. Install left and right turn restriction signage on South Brookwood Road during carpool times.
 - a. No right turn on South Brookwood Road northbound at the Upper Access from 2:45 to 3:15 p.m.
 - b. No left turn on South Brookwood Road southbound at the Lower Access from 2:45 to 3:15 p.m.
2. Install four "Do Not Pass" signs on South Brookwood Road.
3. Replace the existing warning signs on South Brookwood Road with School Zone Speed Limit Signs - 15 MPH When Flashing.
4. More strictly enforce the 15 miles per hour speed limit around school.

From: Sam Gaston [gastons@mtnbrook.org]

1927

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 51-1 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 51-1 School sign (without flashing beacons) and an 55-1 School Speed Limit sign assembly (with flashing beacons).

Sent: Tuesday, January 27, 2015 10:26 AM
 To: CHRISTIAN, CHRISTY; PITNER, RICHARD (NATHAN); BARLOW, DICKY
 Cc: Richard Caudle; Ted Cook; Charles Clark; Ronald Vaughn
 Subject: South Brookwood Road traffic study

The City Council asked if BWF would send out an email blast about the proposed recommendations from the recent traffic study and that the City Council would hold a public hearing on Monday, February 9th at 7pm at their regular meeting on this matter. Please send me a copy of the email so I can place in the City Council's agenda packet.

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

APPENDIX 6



South Brookwood Road at Brookwood Forest Elementary School 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



SIGNED: _____
DATE: _____

December, 2014

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.

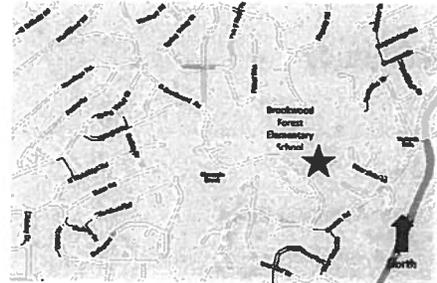


Figure 1. Site Location Map

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 is included in Figure 2.

APPENDIX 6

Skipper Consulting, Inc.

Page 1

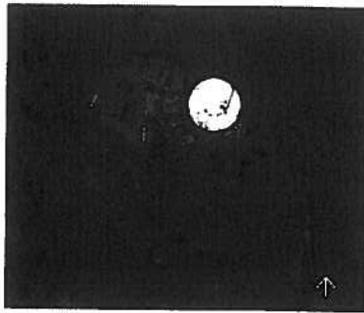


Figure 2. Aerial View - Brookwood Forest Elementary School

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.

Skipper Consulting, Inc.

Page 2

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.

Skipper Consulting, Inc.

Page 3

BACKGROUND INFORMATION

Roadway Descriptions

In the vicinity of the site, South Brookwood Road is a two lane local roadway with a posted 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.



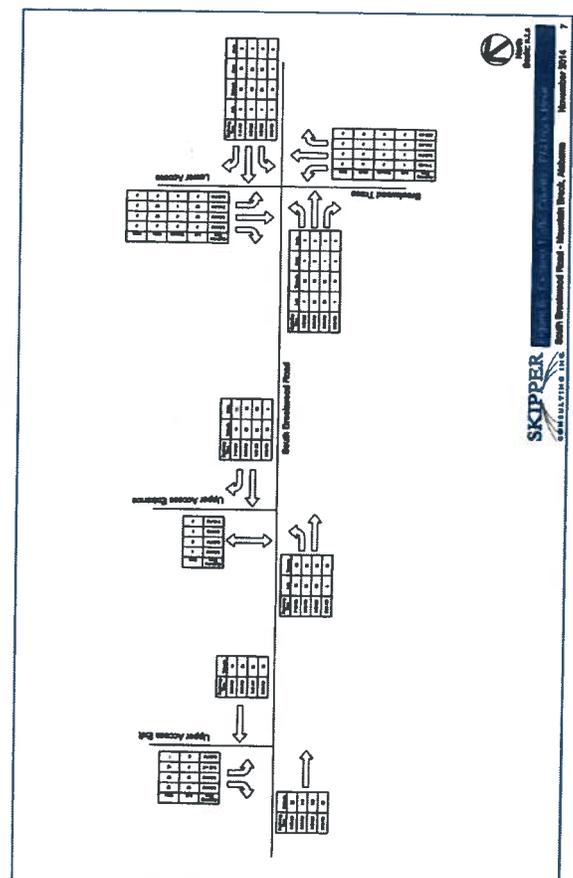
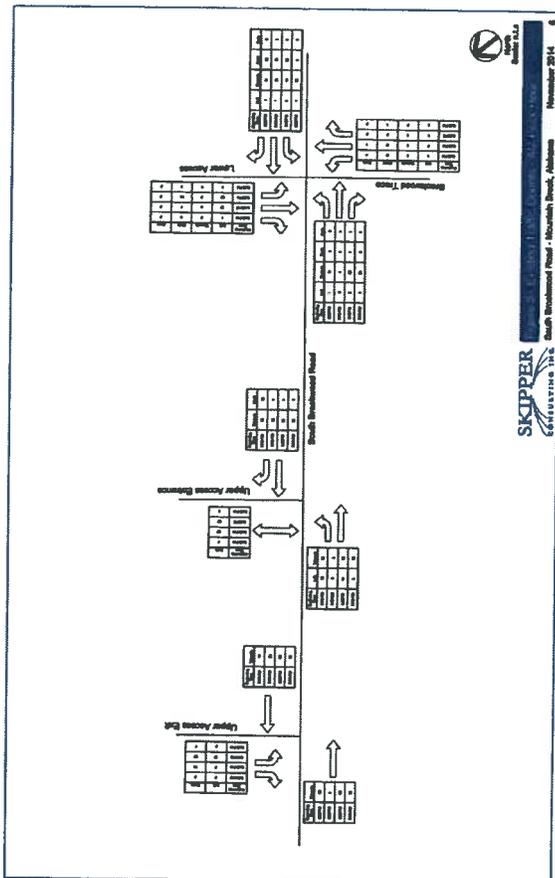
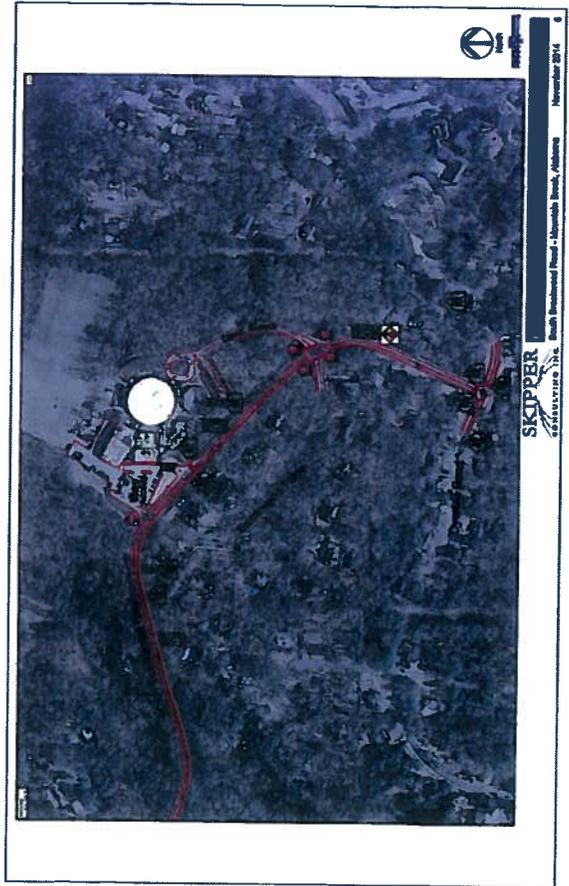
Figure 3. South Brookwood Road

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.



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
85 th 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
85 th 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 (mph)									
	0-10	10-15	15-20	20-25	25-30	30-35	35-40	40-45	45-50	50-55
7:00-8:00 AM	4	2	62	122	192	88	12	0	0	0
8:00-9:00 AM	0	0	2	12	48	31	17	0	0	0
9:00-10:00 AM	2	8	5	45	56	52	10	0	0	0
10:00-11:00 AM	16	8	15	39	83	62	22	2	1	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 southbound 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:

APPENDIX 6

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.

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.

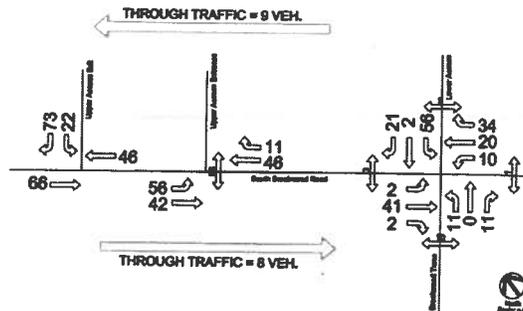


Figure 7. Existing Traffic Counts - 2:45-3:15 PM

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 employ 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 Elementary 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.

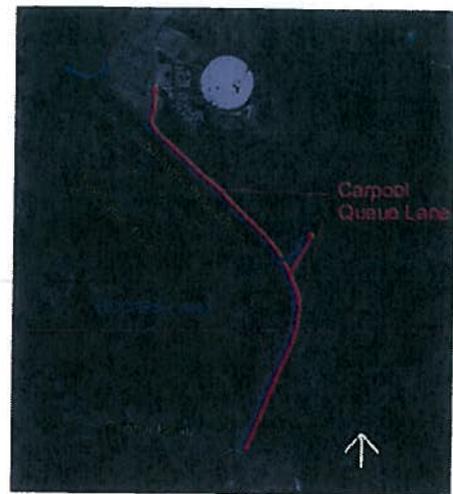


Figure 11. Alternative C – South Brookwood Road One Way Northbound

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

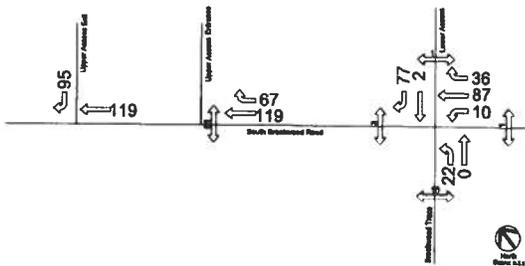


Figure 12. Traffic Reassignment 2:45-3:15 PM - One Way Northbound

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.

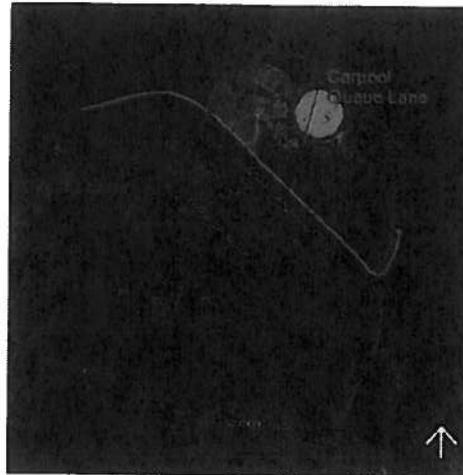


Figure 13. Alternative D - South Brookwood Road One Way Southbound

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

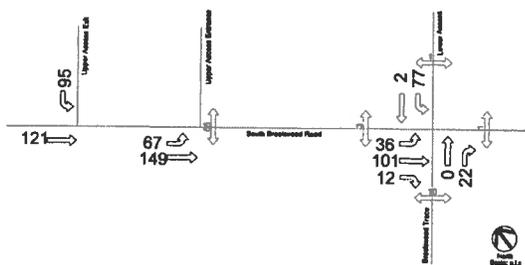


Figure 14. Traffic Reassignment 2:45-3:15 PM - One Way Southbound

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.

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.

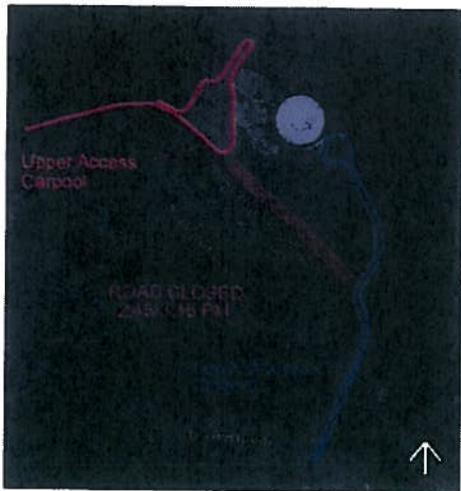


Figure 15. Alternative E – South Brookwood Road Closure

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

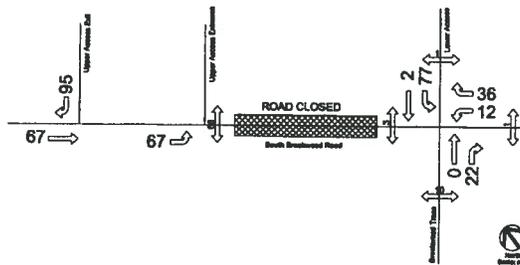


Figure 16. Traffic Reassignment 2:45-3:15 PM – Closure

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.

APPENDIX 6

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:
 - o No right turn on South Brookwood Road northbound at the Upper Access from 2:45 to 3:15 p.m.
 - o 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 employ 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).



Figure 19. School Speed Limit Sign Assembly

Appendix A

Brookwood Forest Carpool Meeting Notes
October 8, 2014

APPENDIX 6

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 2014-2015 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 2015-1016.

Skinner Consulting, Inc.

Page 24

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 impossible 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

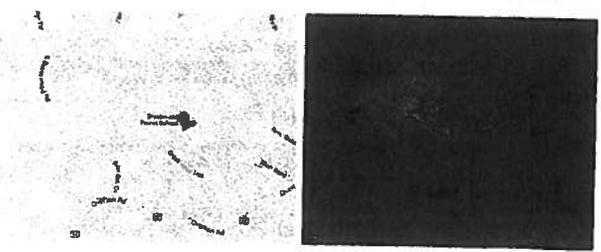
Result: Visible presence seemed to discourage through traffic from attempting to pass.

Problem with this approach: Lack of parent volunteers and potential danger to inexperienced volunteers.

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.



**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.

Approximate 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.

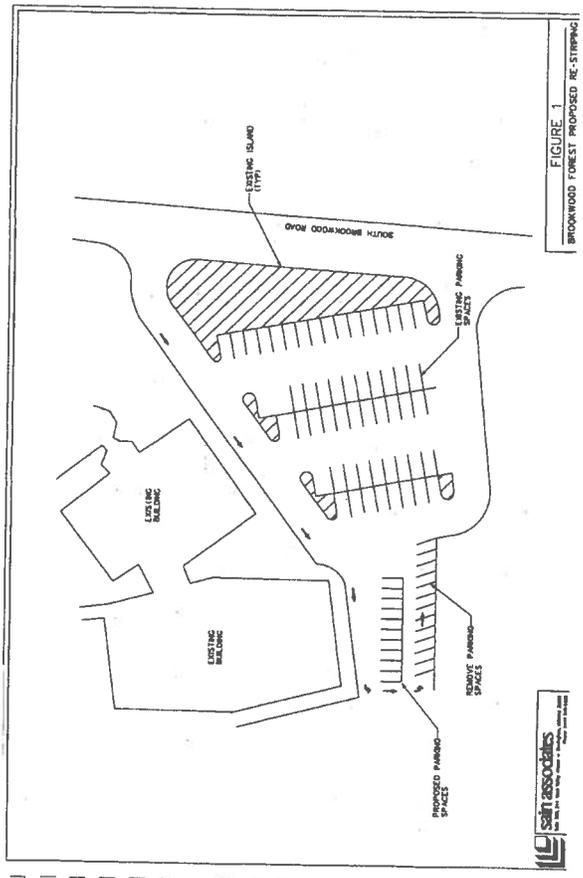
Appendix B

**2006 Skipper Consulting Recommendations
Brookwood Forest Elementary School**

APPENDIX 6

Appendix C

**2005 Sain Associates Recommendations
Brookwood Forest Elementary School**



Appendix D

Existing Turning Movement Traffic Counts

TRAFFIC DATA, LLC

Mountain Brook, AL

1409 Turnham Lane
Birmingham, AL 35216
206-824-0125

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

Start Time	# BROOKWOOD RD Southbound				LOWER ADDISON RD Westbound				# BROOKWOOD RD Northbound				BROOKWOOD TRAIL Eastbound				Incl. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
02:30 PM	1	17	2	0	1	0	0	0	7	38	18	0	1	0	2	0	88
02:45 PM	0	6	1	0	19	0	7	3	7	10	19	1	0	0	6	1	153
Total	1	23	3	0	20	0	7	3	14	48	37	1	1	0	8	1	183
03:00 PM	2	33	1	2	57	2	14	0	8	10	19	0	0	0	3	0	139
03:15 PM	0	28	3	0	3	0	6	0	1	20	1	0	2	0	1	0	93
Total	2	60	4	2	60	2	20	0	9	30	17	0	2	0	4	0	183
07:15 AM	4	24	0	0	6	0	3	0	0	30	16	0	1	0	2	0	89
07:30 AM	29	42	0	0	37	0	22	0	0	29	91	2	3	0	0	0	218
07:45 AM	24	49	1	0	45	1	30	0	1	24	28	0	0	1	0	0	200
Total	57	115	1	0	88	1	55	0	1	83	135	2	4	1	0	0	507
08:00 AM	1	19	0	0	0	0	0	0	4	18	0	0	1	0	0	0	43
Grand Total	61	216	5	2	146	3	74	3	23	177	167	3	10	1	16	1	623
Approach %	23.6	73.4	2.2	5.4	84.8	1.3	32.7	1.3	6.4	48.2	43.6	0.8	47.8	2.8	47.8	2.5	62.3
Total %	6.8	23.6	0.9	1.1	15.8	0.3	8.0	0.3	2.8	18.2	17.0	0.3	2.1	0.1	2.1	0.1	25.1

APPENDIX 6

TRAFFIC DATA, LLC
1409 Turnham Lane
Birmingham, AL 35216
206-824-0125

Mountain Brook, AL

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

Start Time	# BROOKWOOD RD Southbound				# BROOKWOOD TRAIL Eastbound				# BROOKWOOD RD Northbound				Incl. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
02:30 PM	18	21	0	0	0	0	0	0	17	16	8	0	83
02:45 PM	0	0	0	0	0	0	0	0	12	0	45	0	78
Total	18	21	0	0	0	0	0	0	29	16	53	0	161
03:00 PM	61	38	0	0	0	0	0	0	34	3	21	0	146
03:15 PM	3	28	0	0	0	0	0	0	23	6	0	0	88
Total	64	62	0	0	0	0	0	0	67	9	21	0	303
07:15 AM	18	28	0	0	0	0	0	0	16	11	0	0	71
07:30 AM	71	84	0	0	0	0	0	0	32	16	8	0	189
07:45 AM	86	62	0	0	0	0	0	0	38	19	6	0	197
Total	144	172	0	0	0	0	0	0	66	46	14	0	461
08:00 AM	2	20	0	0	0	0	0	0	18	6	0	0	42
Grand Total	219	282	0	0	0	0	0	0	199	61	23	0	494
Approach %	43.3	64.7	0.0	0.0	0.0	0.0	0.0	0.0	63.4	23.8	23.0	0.0	62.3
Total %	23.4	33.4	0.0	0.0	0.0	0.0	0.0	0.0	22.0	8.7	6.8	0.0	25.1

TRAFFIC DATA, LLC

Mountain Brook, AL

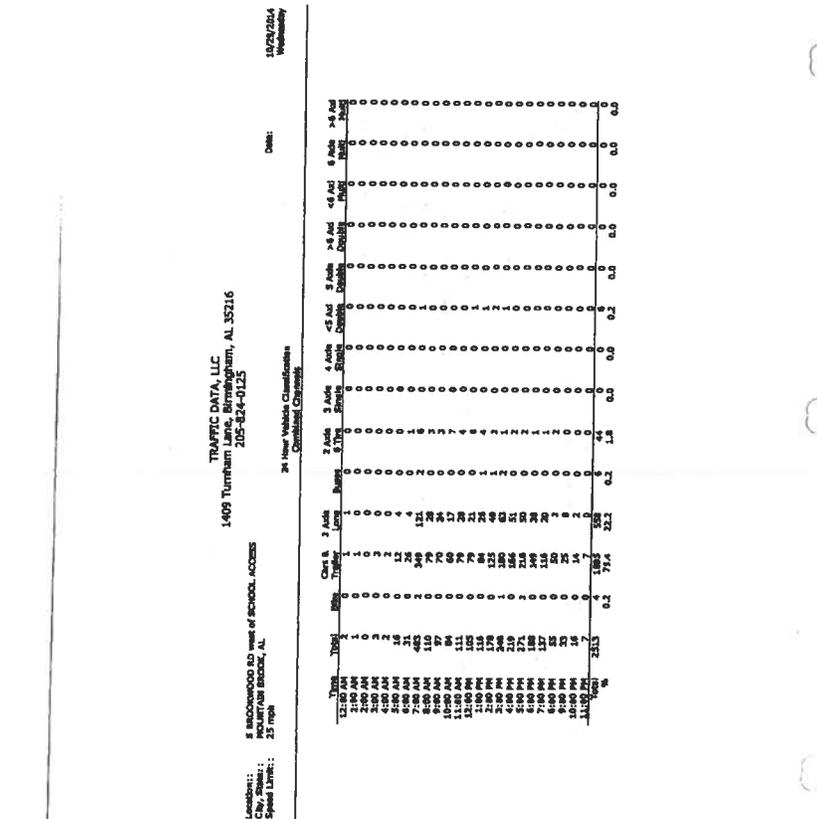
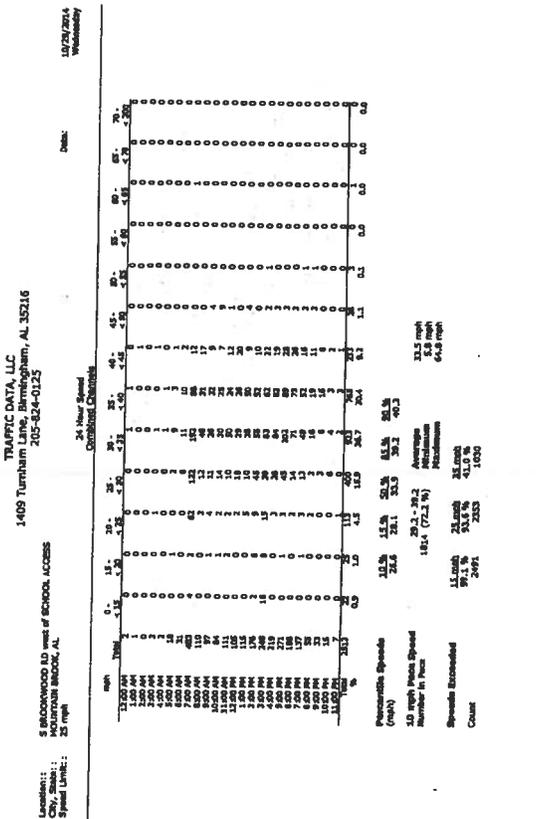
1409 Turnham Lane
Birmingham, AL 35216
206-824-0125

File Name : mbrook03
Site Code : 00000000
Start Date : 10/29/2014
Page No : 1

Start Time	# BROOKWOOD RD Southbound				# BROOKWOOD TRAIL Eastbound				# BROOKWOOD RD Northbound				Incl. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
02:30 PM	0	21	0	0	0	0	0	0	10	0	17	0	48
02:45 PM	0	4	0	0	0	0	0	0	13	0	0	0	35
Total	0	25	0	0	0	0	0	0	23	0	17	0	83
03:00 PM	0	63	0	0	17	69	0	0	31	0	0	0	169
03:15 PM	0	22	0	0	0	4	0	0	14	0	0	0	46
Total	0	78	0	0	17	73	0	0	45	0	0	0	205
07:15 AM	0	71	0	0	13	27	0	0	26	0	0	0	137
07:30 AM	0	168	0	0	25	79	0	0	40	0	0	0	300
07:45 AM	0	38	0	0	0	16	0	0	17	0	0	0	84
Total	0	235	0	0	44	121	0	0	63	0	0	0	501
08:00 AM	0	21	0	0	2	1	0	0	10	0	0	0	34
Grand Total	0	304	0	0	77	202	0	0	109	0	0	0	634
Approach %	0.0	100.0	0.0	0.0	27.6	72.4	0.0	0.0	86.4	0.0	0.0	0.0	62.3
Total %	0.0	48.8	0.0	0.0	9.3	24.5	0.0	0.0	18.4	0.0	0.1	0.0	25.1

Appendix E

Existing Machine Traffic Counts



APPENDIX 6

Location: S BROOKWOOD RD NORTH OF OVERTON RD
 City: Hoover: HOVERMAN BROOK, AL
 Speed Limit: 25 mph
 Date: 10/29/2014 Wednesday

TRAFFIC DATA, LLC
 1409 TURNBULL LANE, BIRMINGHAM, AL 35216
 205-824-0125

24 Hour Volume

Time	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Location: S BROOKWOOD RD NORTH OF OVERTON RD
 City: Hoover: HOVERMAN BROOK, AL
 Speed Limit: 25 mph
 Date: 10/29/2014 Wednesday

TRAFFIC DATA, LLC
 1409 TURNBULL LANE, BIRMINGHAM, AL 35216
 205-824-0125

24 Hour Volume

Time	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Location: S BROOKWOOD RD NORTH OF OVERTON RD
 City: Hoover: HOVERMAN BROOK, AL
 Speed Limit: 25 mph
 Date: 10/29/2014 Wednesday

TRAFFIC DATA, LLC
 1409 TURNBULL LANE, BIRMINGHAM, AL 35216
 205-824-0125

24 Hour Volume

Time	12:00 AM	1:00 AM	2:00 AM	3:00 AM	4:00 AM	5:00 AM	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Count	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

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

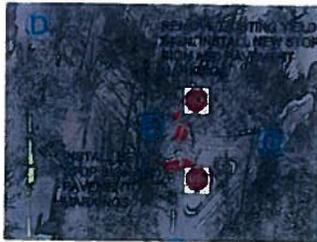


Figure 14. Recommendations - Intersection E

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Overhill Road/Balmoral Road/Hastings Road/Laurel Lane



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 is shown in Figure 16.

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APPENDIX 7



CITY OF MOUNTAIN BROOK

St. Charles Street
P.O. Box 110503
Mountain Brook, Alabama 35213
Telephone: 205.657.3803
Fax: 205.670.2517
gastons@mtbrook.org

SAM S. GASTON
CITY MANAGER

January 28, 2015

Dear Resident:

The Mountain Brook City Council, at its February 9, 2015 meeting, will hold a public hearing to consider traffic changes to the Overhill Road/Laurel Lane/Hastings Road area. (See attached map.) The City Council meeting will begin at 7:00 p.m.

The proposed traffic changes, recommended by Skipper Consultants and requested by some residents in this area, consists of adding three (3) new stop signs and replacing two (2) yield signs with stop signs.

You are invited to attend the City Council meeting on Monday, February 9th at 7:00 p.m. to voice your comments on these proposed traffic changes. If you cannot attend, but would like to make comments, please contact me at 802-3800 or gastons@mtbrook.org. Questions about the traffic study and the recommendations can also be addressed to Richard Caudle at Skipper Consultants. His contact information is 655-8855 or Richard@skipperinc.com

Sincerely,

Sam S. Gaston
City Manager



1928



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

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

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.

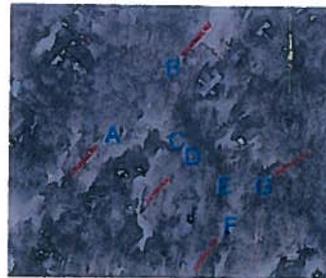


Figure 1. Study Intersection Key Map

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.

APPENDIX 7

Skipper Consulting, Inc.

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Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

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)

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane



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

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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

Assess Traffic Control Conflicts

In reviewing the existing traffic control, it appears that there may be a perceived conflict in right-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.

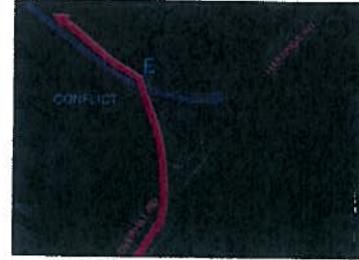


Figure 5. Perceived Right-of-Way Conflict

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

Define 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

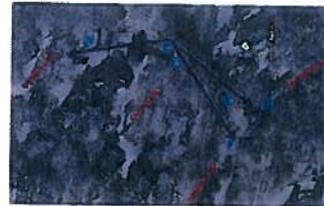


Figure 8. Sight Distance – Intersection C



Figure 9. Sight Distance – Intersection D

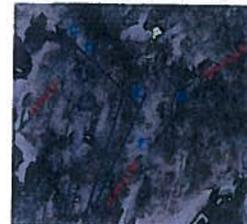


Figure 10. Sight Distance – Intersection E

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane



Figure 11. Sight Distance – Intersection F



Figure 12. Sight Distance – Intersection G

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Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

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

Skipper Consulting, Inc.

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APPENDIX 7

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane



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 is shown in Figure 16.

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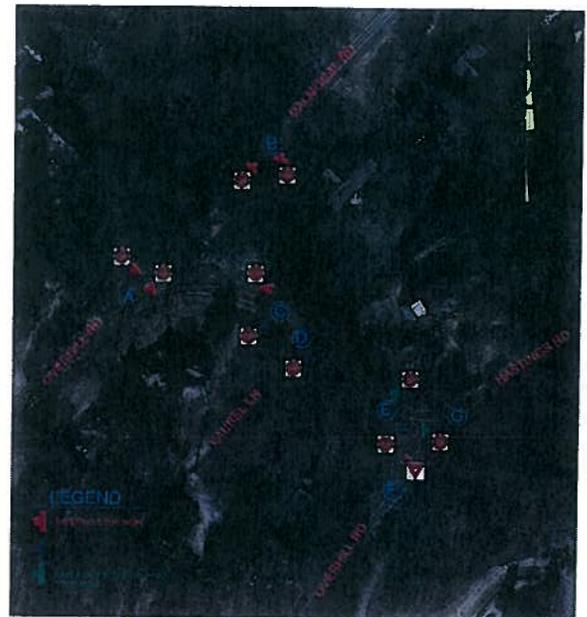


Figure 16. Overall Concept

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

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

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

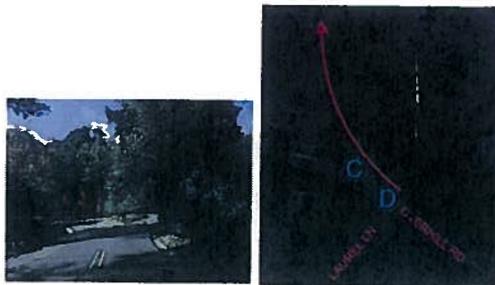


Figure 18. Sight Distance Issue Due to Vegetation

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	30 Minute Volume		24 Hour Volume		Date	30 Minute Volume		24 Hour Volume	
	Start	End	Start	End		Start	End	Start	End
12/22/14	10:00 AM	10:30 AM	10:00 AM	10:30 AM	12/22/14	10:00 AM	10:30 AM	10:00 AM	10:30 AM
12/22/14	10:30 AM	11:00 AM	10:30 AM	11:00 AM	12/22/14	10:30 AM	11:00 AM	10:30 AM	11:00 AM
12/22/14	11:00 AM	11:30 AM	11:00 AM	11:30 AM	12/22/14	11:00 AM	11:30 AM	11:00 AM	11:30 AM
12/22/14	11:30 AM	12:00 PM	11:30 AM	12:00 PM	12/22/14	11:30 AM	12:00 PM	11:30 AM	12:00 PM
12/22/14	12:00 PM	12:30 PM	12:00 PM	12:30 PM	12/22/14	12:00 PM	12:30 PM	12:00 PM	12:30 PM
12/22/14	12:30 PM	1:00 PM	12:30 PM	1:00 PM	12/22/14	12:30 PM	1:00 PM	12:30 PM	1:00 PM
12/22/14	1:00 PM	1:30 PM	1:00 PM	1:30 PM	12/22/14	1:00 PM	1:30 PM	1:00 PM	1:30 PM
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12/22/14	3:30 PM	4:00 PM	3:30 PM	4:00 PM	12/22/14	3:30 PM	4:00 PM	3:30 PM	4:00 PM
12/22/14	4:00 PM	4:30 PM	4:00 PM	4:30 PM	12/22/14	4:00 PM	4:30 PM	4:00 PM	4:30 PM
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12/22/14	4:30 PM	5:00 PM	4:30 PM	5:00 PM	12/22/14	4:30 PM	5:00 PM	4:30 PM	5:00 PM
12/22/14	5:00 PM	5:30 PM	5:00 PM	5:30 PM	12/22/14	5:00 PM	5:30 PM	5:00 PM	5:30 PM
12/22/14	5:30 PM	6:00 PM	5:30 PM	6:00 PM	12/22/14	5:30 PM	6:00 PM	5:30 PM	6:00 PM
12/22/14	6:00 PM	6:30 PM	6:00 PM	6:30 PM	12/22/14	6:00 PM	6:30 PM	6:00 PM	6:30 PM
12/22/14	6:30 PM	7:00 PM	6:30 PM	7:00 PM	12/22/14	6:30 PM	7:00 PM	6:30 PM	7:00 PM
12/22/14	7:00 PM	7:30 PM	7:00 PM	7:30 PM	12/22/14	7:00 PM	7:30 PM	7:00 PM	7:30 PM
12/22/14	7:30 PM	8:00 PM	7:30 PM	8:00 PM	12/22/14	7:30 PM	8:00 PM	7:30 PM	8:00 PM
12/22/14	8:00 PM	8:30 PM	8:00 PM	8:30 PM	12/22/14	8:00 PM	8:30 PM	8:00 PM	8:30 PM
12/22/14	8:30 PM	9:00 PM	8:30 PM	9:00 PM	12/22/14	8:30 PM	9:00 PM	8:30 PM	9:00 PM
12/22/14	9:00 PM	9:30 PM	9:00 PM	9:30 PM	12/22/14	9:00 PM	9:30 PM	9:00 PM	9:30 PM
12/22/14	9:30 PM	10:00 PM	9:30 PM	10:00 PM	12/22/14	9:30 PM	10:00 PM	9:30 PM	10:00 PM
12/22/14	10:00 PM	10:30 PM	10:00 PM	10:30 PM	12/22/14	10:00 PM	10:30 PM	10:00 PM	10:30 PM
12/22/14	10:30 PM	11:00 PM	10:30 PM	11:00 PM	12/22/14	10:30 PM	11:00 PM	10:30 PM	11:00 PM
12/22/14	11:00 PM	11:30 PM	11:00 PM	11:30 PM	12/22/14	11:00 PM	11:30 PM	11:00 PM	11:30 PM
12/22/14	11:30 PM	12:00 AM	11:30 PM	12:00 AM	12/22/14	11:30 PM	12:00 AM	11:30 PM	12:00 AM
12/22/14	12:00 AM	12:30 AM	12:00 AM	12:30 AM	12/22/14	12:00 AM	12:30 AM	12:00 AM	12:30 AM
12/22/14	12:30 AM	1:00 AM	12:30 AM	1:00 AM	12/22/14	12:30 AM	1:00 AM	12:30 AM	1:00 AM
12/22/14	1:00 AM	1:30 AM	1:00 AM	1:30 AM	12/22/14	1:00 AM	1:30 AM	1:00 AM	1:30 AM
12/22/14	1:30 AM	2:00 AM	1:30 AM	2:00 AM	12/22/14	1:30 AM	2:00 AM	1:30 AM	2:00 AM
12/22/14	2:00 AM	2:30 AM	2:00 AM	2:30 AM	12/22/14	2:00 AM	2:30 AM	2:00 AM	2:30 AM
12/22/14	2:30 AM	3:00 AM	2:30 AM	3:00 AM	12/22/14	2:30 AM	3:00 AM	2:30 AM	3:00 AM
12/22/14	3:00 AM	3:30 AM	3:00 AM	3:30 AM	12/22/14	3:00 AM	3:30 AM	3:00 AM	3:30 AM
12/22/14	3:30 AM	4:00 AM	3:30 AM	4:00 AM	12/22/14	3:30 AM	4:00 AM	3:30 AM	4:00 AM
12/22/14	4:00 AM	4:30 AM	4:00 AM	4:30 AM	12/22/14	4:00 AM	4:30 AM	4:00 AM	4:30 AM
12/22/14	4:30 AM	5:00 AM	4:30 AM	5:00 AM	12/22/14	4:30 AM	5:00 AM	4:30 AM	5:00 AM
12/22/14	5:00 AM	5:30 AM	5:00 AM	5:30 AM	12/22/14	5:00 AM	5:30 AM	5:00 AM	5:30 AM
12/22/14	5:30 AM	6:00 AM	5:30 AM	6:00 AM	12				

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

Location: OVERHILL RD south of OVERHILL RD (D)
City, State: HOUSTON TX, AL

MicroCounts
C:\TRAFFIC\1409TURNHAM\20140504.DAT

TRAFFIC DATA, LLC 205-824-0125

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	7	11
12:30 - 12:44	4	4	8
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	6	12
17:15 - 17:29	8	6	14
17:30 - 17:44	7	7	14

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

Location: OVERHILL RD south of HASTINGS RD (D)
City, State: HOUSTON TX, AL

MicroCounts
C:\TRAFFIC\1409TURNHAM\20140505.DAT

TRAFFIC DATA, LLC 205-824-0125

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	17	4	21
Hour Total	36	19	55
19:00 - 19:14	2	1	3
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	0	2	2
22:45 - 22:59	0	0	0
Hour Total	0	3	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

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

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
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	7	11
12:30 - 12:44	4	4	8
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	6	12
17:15 - 17:29	8	6	14
17:30 - 17:44	7	7	14

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	17	4	21
Hour Total	36	19	55
19:00 - 19:14	2	1	3
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	0	2	2
22:45 - 22:59	0	0	0
Hour Total	0	3	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 7

MicroCounts
Page 3

del
C:\TOD01014\WB00K15.DAT

MicroCounts

del
C:\TOD01014\WB00K15.DAT

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

TRAFFIC DATA, LLC 205-824-0125

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

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	1	0	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	3	6
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 7

MicroCounts
Page 2

del
C:\TOD01014\WB00K15.DAT

MicroCounts
Page 2

del
C:\TOD01014\WB00K15.DAT

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

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	3	1	4
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
22:45 - 22:59	0	0	0
Hour Total	1	0	1
23:00 - 23:14	0	0	0
23:15 - 23:29	1	0	1
23:30 - 23:44	0	0	0
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

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	0	0
5:45 - 5:59	0	0	0
Hour Total	0	2	2
6:00 - 6:14	1	1	2
6:15 - 6:29	0	0	0
6:30 - 6:44	1	3	4
6:45 - 6:59	1	0	1
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	0	3	3
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	0	1
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

C:\TODD\014\WBROCK13.DAT

MicroCounts
Page 2

C:\TODD\014\WBROCK13.DAT

TRAFFIC DATA, ILC 205-824-0125

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

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	4	4
Hour Total	3	8	11
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

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	1	1	2
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	1	1
22:30 - 22:44	0	0	0
22:45 - 22:59	0	0	0
Hour Total	0	2	2
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	1	1
Hour Total	0	2	2
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 7

MicroCounts
Page 3

C:\TODD\014\WBROCK13.DAT

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

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