

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 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 6:15 p.m. on Monday, the 9th day of March. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
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. Removal of some of the modular newspaper racks in the commercial villages – Dana Hazen. (Resolution No. 2015-036 was added to the formal meeting agenda.)
2. Access easement agreement regarding the Ajlouny Investments (Piggly Wiggly), Donna Gray, owner of the old CVS property, and the City (the draft agreement will be finalized and presented to the City Council for consideration on March 23, 2015.)
3. Contract with Walter Schoel Engineering, Inc. to review and advise the City regarding the Park View Townhomes Subdivision – Dana Hazen. (Resolution No. 2015-038 was added to the formal meeting agenda. The City Manager will contact a geotechnical consultant about a professional service engagement with respect to this project should it be approved.)
4. Authorize the establishment of a custodial investment account and the transfer of the retiree medical (Section 115) trust investments from the existing corporate trust to the newly established custodial investment account. (Resolution No. 2015-039 was added to the formal meeting agenda.)
5. Also added to the formal meeting agenda was a motion (No. 2015-040) approving the fiscal 2015 street paving list.

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



Steven Boone, City Clerk

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
MARCH 9, 2015**

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 9th day of March, 2015. The Council President called the meeting to order and the roll was called with the following results:

Present: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
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 stated that a quorum was present and that the meetings were open for the transaction of business.

1. RECOGNITION OF GUESTS

Three Boy Scouts from Troop 320 (Hughes Hancock, Michael Stewart, and Charlie Ferguson) were recognized by Council President Smith.

2. EMPLOYEE OF THE YEAR RECOGNITION AND PRESENTATION

Police Chief Ted Cook presented an Employee of the Year award to police officer John Hodgens (continued from the February 23, 2015 City Council meeting).

3. CONSENT AGENDA

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

Approval of the minutes of the February 23, 2015 regular meeting of the Mountain Brook City Council

- | | | |
|-----------------|--|--------------------------|
| 2015-034 | Authorize the installation of two (2) fire hydrants to serve the Lane Parke development | Exhibit 1,
Appendix 1 |
| 2015-036 | Authorize the removal and storage of the following newsstand racks: <ol style="list-style-type: none"> 1. Crestline Village: at the southeast corner of Dexter Avenue and Church Street (in front of Tracy's Diner) – 2 each 2. Mountain Brook Village: on Culver Road (in front of Sneaky Pete's) 3. Mountain Brook Village: on the southeast curve of Village Circle (in front of Realty South) | Exhibit 2,
Appendix 2 |

2015-037	Award the bid for the purchase of tactical body armor for the police department to Gulf States Distributors, Inc. (\$2,299.00/unit, 15 units planned for purchase in fiscal 2015)	Exhibit 3, Appendix 3
2015-038	Authorize the execution of a professional services agreement between the City and Walter Schoel Engineering, Inc. with respect to the drainage, FEMA, site work, and subdivision plans review for the Park View Townhomes subdivision near Lane Parke (notice to proceed to be issued upon approval of the proposed development)	Exhibit 4, Appendix 4
2015-039	Authorize the trustee of the City of Mountain Brook Amended and Restated Section 115 Trust Agreement effective February 9, 2015 (Resolution No. 2015-023) to execute: 1) Certificate of Bond Proceeds for State and Local Governments and Municipal Bond Obligors and 2) Raymond James Client Account Transfer Instructions (In-Kind) with respect to the transfer of the trust investments from the existing [Regions Bank] corporate trust account (no. 1020011816) to the Raymond James custodial investment account (no. 321145690) and to execute such other documents that may be determined necessary with respect to said investment transfer	Exhibit 5, Appendix 5
2015-040 Motion	Approve the proposed street paving list for fiscal 2015 under the City's 3-year street resurfacing contract (see Resolution No. 2014-056 adopted May 12, 2014)	Appendix 6

Thereupon, the foregoing minutes, resolutions, and motion were introduced by Council President Smith and their immediate adoption was moved by Council member Shelton. The minutes, resolutions, and motion were then considered by the City Council. Council President Pro Tempore Pritchard 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
William S. Pritchard, III, Council President Pro Tempore
Alice B. Womack
Jack D. Carl
Lloyd C. Shelton

Nays: None

Council President Smith thereupon declared that said Council minutes, Resolutions (nos. 2015-034, and 2015-036 through 2015-039), and Motion (no. 2015-040) are adopted by a vote of 5—0.

4. MAYORAL APPOINTMENT TO THE PLANNING COMMISSION (NO. 2015-035) – APPENDIX 7

Mayor Oden announced that he is appointing Mr. Jamie Gregory to the Planning Commission, to serve without compensation through March 9, 2021 (to fill the seat vacated by Patrick Davis).

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 March 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.

6. ADJOURNMENT

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



Steven Boone, City Clerk

EXHIBIT 1

RESOLUTION NO. 2015-034

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install two fire hydrants to service the Lane Parke Retail Development, at the following locations:
 - (1) Approximately 350' North of the intersection of Lane Park Road and Cahaba Road, and approximately 248' East of Lane Park Road; and,
 - (2) Approximately 529' North of the intersection of Lane Park Road and Cahaba Road, and approximately 45' East of Lane Park Road.
2. That Hoar Construction will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.
3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge additional rental charges for two fire hydrants to service the Lane Parke Retail Development.
4. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2015-036

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the removal and storage of the following newsstand racks:

4. Crestline Village: at the southeast corner of Dexter Avenue and Church Street (in front of Tracy's Diner) – 2 each
5. Mountain Brook Village: on Culver Road (in front of Sneaky Pete's)
Mountain Brook Village: on the southeast curve of Village Circle (in front of Realty South)

APPENDIX 2

EXHIBIT 3

RESOLUTION 2015-037

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the tactical body armor bid submitted by Gulf States Distributors, Inc., in the amount of \$2,299.00 per unit being the lowest qualified bid, is hereby accepted and that the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to issue a purchase order for said acquisition.

APPENDIX 3**EXHIBIT 4****RESOLUTION NO. 2015-038**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a professional services agreement between the City and Walter Schoel Engineering, Inc., in the form as attached hereto as Exhibit A, with respect to the drainage, FEMA, site work, and subdivision plans review for the Park View Townhomes subdivision near Lane Parke.

APPENDIX 4**EXHIBIT 5****RESOLUTION NO. 2015-039**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the trustee of the City of Mountain Brook Amended and Restated Section 115 Trust Agreement effective February 9, 2015 (Resolution No. 2015-023) to execute the following:

1. Certificate of Bond Proceeds for State and Local Governments and Municipal Bond Obligors – Exhibit A
2. Raymond James Client Account Transfer Instructions (In-Kind) – Exhibit B

with respect to the transfer of the trust investments from the existing corporate trust account (no. 1020011816) to the Raymond James custodial investment account (no. 321145690).

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the trustee of said trust is hereby authorized and directed to execute such other documents that may be determined necessary with respect to said investment transfer.

APPENDIX 5



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
City Planner
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205/879-6913
hazend@mtnbrook.org
www.mtnbrook.org

MEMO

DATE: February 19, 2015
TO: Mayor, City Council
City Manager
City Attorney
FROM: Dana Hazen, City Planner
RE: Newspaper Racks

The Birmingham News Distributor has reported that none of the City's public newspaper racks are being used in Mountain Brook Village, Crestline or English Village. As such, staff recommends that the following newspaper racks (see attached maps) be removed:

- Crestline - 2
- Mountain Brook Village - 3
- English Village - 1

As a point of reference, the Birmingham News is sold in the following private establishments:

Crestline:

CC Food Mart

Mountain Brook Village:

Starbucks

Minute Man Gas Station

English Village:

none



2015-036

Ted Cook

2:38 PM (25 minutes ago)

to me, Sam, Greg

Images are not displayed. Display images below - Always display images from cookt@mnbrook.org

Steve.

Can you add this to the formal agenda for next week's Council meeting? We are recommending to go with the low bid, from Gulf States.

Thanks Ted

Chief Ted Cook
Mountain Brook Police Department
101 Tibbett St.
Mountain Brook, AL 35213
(205) 802-3963

----- Forwarded message -----
From: Thomas Boulware <tboulware@mnbrook.org>
Date: Tue, Mar 3, 2015 at 2:23 PM
Subject: Tactical Body Armor Bids
To: Ted Cook <cookt@mnbrook.org>
Cc: Greg Hagood <ghagood@mnbrook.org>, Michael Herran <mherran@mnbrook.org>

Chief,

Attached are the two complete bids we received. One from Municipal and Commercial Uniforms and one from Gulf States Distributors.

Please let me know if you need any additional information.

Thanks,
Sgt. Boulware

CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: 02/06/2015 Bids to be Opened this Date and Time: 02/26/2015 2:00 p.m.
To Whom It May Concern:

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

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code §41-16-50, et seq. (1975).

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

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

The City reserves the right to accept or reject any or all bids and to waive formalities.

Sam S. Gordon
Sam S. Gordon, City Manager and Purchasing Agent

BIDDER Gulf States Distributors, Inc BY Natalie Strange
ADDRESS 6000 E. Shirley Ln
CITY Montgomery STATE AL ZIP 36117
TELEPHONE 800 223 7869 E-MAIL Natalie@gulfstatesdist.com

BID AMOUNT (AS PER SPECIFICATIONS) \$ 2299.00

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be notarized:

Sworn to and subscribed before me on this 24th day of February, 2015.

Notary Public
My Commission Expires: 11-16-16
[Signature]

APPENDIX

INVITATION TO BID
CITY OF MOUNTAIN BROOK, ALABAMA
BIDDER ACKNOWLEDGMENT

SUBMIT TACTICAL BODY ARMOR BID TO:

Attention: City Manager
City of Mountain Brook
56 Church Street, P.O. Box 130000
Mountain Brook, Alabama 35213-0000
Telephone: (205) 802-3800

AGENCY MAILING DATE: Friday, February 6, 2015

BID TITLE: Tactical Body Armor

BIDS WILL BE OPENED: Thursday, February 26th, 2015 at 2:00 p.m. and may not be withdrawn within 10 days after such date and time.

FEDERAL EMPLOYER IDENTIFICATION (FEIN) OR SOCIAL SECURITY NUMBER: 63-0809427

CASH DISCOUNT TERMS: Net 30

VENDOR NAME: Gulf States Distributors, Inc

VENDOR MAILING ADDRESS: 6000 E. Shirley Ln

CITY, STATE ZIP: Montgomery AL 36117

TELEPHONE: 800 223 7869

REASON FOR NO BID, IF APPLICABLE:

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for ninety (90) days pending evaluation.

BIDDER CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bid to an agency of the State of Alabama. The bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to The City of Mountain Brook, a political subdivision of the State of Alabama, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Alabama for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Natalie E. Strange
Authorized Signature
Natalie E. Strange
Printed Name and Title

TACTICAL BODY ARMOR SPECIFICATIONS
CITY OF MOUNTAIN BROOK
INVITATION TO BID
DATE February 3, 2015

BASE PRODUCT SPECIFICATIONS:

Manufacturer: Point Blank
Model: AXIII
Style: Dragon Fire Gen II, Complete Armor System
Ballistic Material: Matrix of UD Polyethylene and Woven Aramid fabrics covered in 100% weldable Nylon 2100 double wall ripstop with TPU coating.
NIJ Level: IIIA
Weight: .87lbs sq ft (+/- 5%)
Thickness: .19 INCHES (+/- 5%)
V50 .357 Sig: 1870fps
V50 .44 Mag: 1745

Low Weight Level III Hard Armor Plate

Quantity: 1 Per System
Size: 10 x 12 Shooters Cut
Weight: 2.3 lb
Thickness: 1.05 inches

- 1. Internal Shock Absorbing Straps.
- 2. Emergency Break Away System In the shoulders and waist for rapid doffing
- 3. Self Suspending Ballistic System™
- 4. Multiple sizing points in the shoulders and waist.
- 5. Optional shoulder protective panels
- 6. Removable yoke, 2-piece collar and enhanced throat protector
- 7. Removable bicep protector with plate pockets for optional 5" x 8" ballistic plates
- 8. Removable and adjustable cummerbund for load bearing stabilization
- 9. Retractable groin protector
- 10. Versatile internal holster suspension system
- 11. Side plate pockets can accommodate 5" x 8" ballistic plates
- 12. Top loading, dual size combo plate pockets in the front and rear for 8" x 10" or 10" x 12" plates
- 13. Three integrated "kangaroo" plate pockets, capable of securing AR-15, M16 or similar magazines
- 14. Non-skid "rifle butt retention" surface for both right and left hand weapon mounting
- 15. Extra snap webbing attachment for rifle sling security when removable shoulder protective pads are not

In use

- 16. Maximum M.O.L.E. compatible load bearing webbing system
 - 17. Reinforced man-down strap
- Complete tactical armor system includes 5 equipment pouches

Final Note:

The City anticipates placing an order for ten to fifteen (10-15) units immediately upon the acceptance of a bid. An additional six (6) units may be ordered over the next 12 months. The City's acceptance of the lowest, and best bid shall not obligate (nor limit) the City to a specific order quantity.

Specifications of the Tactical Body Armor bid must meet or exceed each specification listed above. If equivalent, bidder must clearly state so in bid and attach documents to support such statement. The City reserves the right to accept or reject the items.

Bid Page 2 of 2

CITY OF MOUNTAIN BROOK
56 CHURCH STREET
MOUNTAIN BROOK, ALABAMA 35213
OFFICE OF PURCHASING AGENT (CITY MANAGER)

BID COVER SHEET

Bid Request Posted this Date: 02/06/2015 Bids to be Opened this Date and Time: 02/26/2015 2:00 p.m.
To Whom It May Concern:

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

To be considered by the City, a bid must comply with Alabama law, including, but not limited to, Ala. Code §41-16-50, et seq. (1975).

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

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

The City reserves the right to accept or reject any or all bids and to waive formalities.

[Signature]
Sen S. Gaston, City Manager and Purchasing Agent

BIDDER Municipal and Commercial Uniforms BY Brian Stigman/Brian Stigman
ADDRESS 2208 3rd Ave North
CITY Birmingham STATE AL ZIP 35203
TELEPHONE 205.324.6011 E-MAIL edmacsmith@gmail.com

BID AMOUNT (AS PER SPECIFICATIONS) \$ 2395.95

Note: MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX.

This bid must be notarized:

Sworn to and subscribed before me on this 24th day of February, 2015.

Notary Public: Wendell Cox
My Commission Expires: 7-11-15

APPENDIX 3

6

1

INVITATION TO BID
CITY OF MOUNTAIN BROOK, ALABAMA
BIDDER ACKNOWLEDGMENT

SUBMIT TACTICAL BODY ARMOR BID TO:
Attention: City Manager
City of Mountain Brook
56 Church Street, P.O. Box 130000
Mountain Brook, Alabama 35213-0000
Telephone: (205) 802-3800

AGENCY MAILING DATE: Friday, February 6, 2015

BID TITLE: Tactical Body Armor

BIDS WILL BE OPENED: Thursday, February 26th, 2015 at 2:00 p.m. and may not be withdrawn within 10 days after such date and time.

FEDERAL EMPLOYER IDENTIFICATION (FEIN) OR SOCIAL SECURITY NUMBER: 630904256

CASH DISCOUNT TERMS: Net 30

VENDOR NAME: Municipal and Commercial Uniforms

VENDOR MAILING ADDRESS: 2208 3rd Ave North

CITY, STATE ZIP: Birmingham AL 35203

TELEPHONE: 205.324.6011

REASON FOR NO BID, IF APPLICABLE: _____

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed shall constitute a waiver of proceedings. All bidders are encouraged to attend the bid opening. No information or opinion concerning the ultimate outcome will be given while consideration of the award is in progress. Bid award may be held for ninety (90) days pending evaluation.

BIDDER CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to certification requirements in submitting bid to an agency of the State of Alabama. The bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to The City of Mountain Brook, a political subdivision of the State of Alabama, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Alabama for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

[Signature]
Authorized Signature
Brian Stigman
Printed Name and Title

2



March 05, 2015

City of Mountain Brook
56 Church Street
PO Box 130009
Mountain Brook, Alabama 35213

Attention: Mr. Sam Gaston
Reference: Bruce McClary project
Near Lane Park

Dear Mr. Gaston:

Please accept this letter as a proposal to provide Consulting Services on the above referenced project. The Detailed Scope is as follows:

1) DRAINAGE AND FEMA REVIEW

The consultant will review design plans and other documents for conformance with the City of Mountain Brook Detention Ordinance and for the appropriateness of the design. The Consultant will also review the submittal for conformance with the Mountain Brook Flood Ordinance and FEMA standards.

Proposed Fee \$ 1,500

2) SITEWORK/SUBDIVISION PLAN REVIEW

The consultant will review the site work design plans and surveys documents for conformance with the City of Mountain Brook standards and subdivision regulations.

Proposed Fee \$ 1,000 addition

These reviews will include a mark-up of the plan set and a brief letter report.

Payment Terms

The Consultant will bill the Client monthly based on work completed during the billing period. Work completed will be based upon a percentage of completion for Lump Sum Fees. The Consultant has the right to review and adjust fees annually subject to Client's final approval. Payments are due upon receipt. Additional services beyond the herein-described scope of work will be performed according to the attached schedule of unit rates, or alternately for an additional fee as agreed upon.

WALTER SCHOEL ENGINEERING COMPANY, INC
1001 28th Street South • Birmingham, Alabama 35213
P 205-928-6160 • F 205-328-2252 • schoel.com

2015-038

Schedule of Unit Rates - Effective Through 12/31/2014

Table with 2 columns: Position/Service and Rate. Includes Senior Principal (\$225.00 per hour), Principal (\$170.00 per hour), Chief Land Surveyor (\$150.00 per hour), Senior Project Manager (\$140.00 per hour), Project Manager 2 (\$125.00 per hour), Project Manager 1 (\$110.00 per hour), Senior Professional (\$120.00 per hour), Project Professional (\$105.00 per hour), Staff Professional (\$90.00 per hour), Senior Designer / Survey Draftsman / Specialist (\$90.00 per hour), Designer / Survey Draftsman / Specialist 2 (\$80.00 per hour), Designer / Survey Draftsman / Specialist 1 (\$70.00 per hour), Field Survey Party (\$150.00 per hour), Laser Scanning Field Crew (\$400.00 per hour), Laser Scanning Specialist (\$125.00 per hour), Intern/Support (\$55.00 per hour), Courier (\$25.00 per delivery), Transportation (\$0.50 per mile), Materials (Stakes and Hubs) (\$0.35 each), (Flagging) (\$2.50 per roll), (Iron Pins and Caps) (\$5.00 each), (Spray Paint) (\$5.00 per can)

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

GENERAL TERMS AND CONDITIONS

- 1) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses of damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
2) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, these additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust these unit rates for inflation costs on a one-year interval from the date of this proposal.
3) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client or other for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the users sole risk.
4) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultant.

APPENDIX 4

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoel Engineering Company, Inc.

Signature: [Signature]
Name: Walter Schoel III
Title: President
Date: March 06, 2015

ACCEPTED:

Client: City of Mountain Brook

Signature: [Signature]
Name: Lawrence T. Oden
Title: Mayor
Date: 3/12/15

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND WALTER SCHOEL ENGINEERING COMPANY, INC. DATED MARCH 9, 2015

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Walter Schoel Engineering Company, Inc. ("the Contractor") dated March 9, 2015.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without express approval of the Mountain Brook City Council.

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

2015-038

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

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

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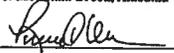
Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation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

DATED this 9th day of March, 2015.

Walter Schoel Engineering Company, Inc.

City of Mountain Brook, Alabama

By: _____

By:  _____

Its: _____

Its: _____

APPENDIX 4

Client Account Transfer Instruction (In-Kind)

RAYMOND JAMES
 Service Center
 Account Transfers
 Form # 01407
 Account # 32114569
 2FC
 Branch #
 FA #
 Speed Dial #

Receiving Firm Account Information
 Type of Receiving Account:
 Individual SEP IRA Money Purchase
 Joint Traditional IRA Beneficiary IRA 401(k)
 Roth IRA Simple IRA Profit Sharing Other
 Transaction Type:
 Transfer Direct Rollover (from a Qualified Plan)
 Please consult Third Party Administrator prior to submitting request.
 SS # / Tax ID #: 26-6678010

Delivering Institution Account Information
 Name & Physical Address of Delivering Institution:
 REGIONS BANK AS TRUSTEE FOR CITY OF MOUNTAIN BROOK SE
 Account # at Delivering Firm
 1020011818
 Delivering Firm Account Type

Transaction Instructions

ACATS Firm, Brokerage Firm, Bank, Credit Union and Trust Company.
 Entire Account (In-Kind, including cash & non-transferable money market funds transferred as cash).
 Cash Only \$
 Partial Account (In-Kind (for additional assets use addendum form #1407AD) # of Shares

Acknowledgments and Signatures

Client must read this section carefully and sign below. Please attach the most recent account statement.
 Transfer all assets in my account to Raymond James & Associates, Inc. (RJA), which has been authorized by me to make payment to you of the debt balance or to receive payment of the credit balance in my account. I understand that to the extent any assets in my account are not readily transferable, with or without penalties, such assets may not be transferred with the three frames required by FINRA Rule 15c2-6 of the Securities Exchange Act of 1934 (the "primary offering of municipal securities, investment income derived from the investment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.
 a. the term "proceeds of municipal securities" means monies derived by a municipal entity from the primary offering of municipal securities, investment income derived from the investment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.
 b. the term "municipal investments" means proceeds of municipal securities and any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities.
 c. In the future, unless first alerting RJA in advance, Client will not invest any funds in or through RJA that constitute proceeds of municipal securities or municipal escrow investments.

Accounts without Bond Proceeds
 Account Number
 Account Name
 Section 115 Trust
 City of Mountain Brook

Accounts with Bond Proceeds
 Account Number
 Account Name

City of Mountain Brook, Section 115 Tr (FEIN 26-6678010)
 By: *Steven Boone*
 Steven Boone, Trustee
 Date: 3/9/2015

Sec. SEC Municipal Advisor Rule (http://www.sec.gov/info/municipaladvisor/advisor-lead) and FAQ (http://www.sec.gov/info/municipaladvisor/faq)

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APPENDIX 5

FIXED INCOME CAPITAL MARKETS
 CERTIFICATE OF BOND PROCEEDS
 FOR STATE AND LOCAL GOVERNMENTS AND MUNICIPAL BOND OBLIGORS

I certify:
 A. I am an official representative of [City of Mountain Brook] ("Client"), and am authorized to sign this certificate;
 B. Regarding the account(s) Client has with Raymond James & Associates, Inc. ("RJA"):
 1. For the purposes of Section 15B of the Securities Exchange Act of 1934 (Rule 15B1 c) seq.) the "Municipal Advisor Rule"), relating to the registration of municipal advisors, none of the funds currently invested in or through the account(s) that Client has with RJA labeled "Accounts without Bond Proceeds" below, or that the Client seeks to invest in these accounts, constitute (i) proceeds of municipal securities or (ii) municipal escrow investments;
 2. I have access to the appropriate information or have direct knowledge of the source of the funds in the account(s) that Client has with RJA, that enable me to make these representations;

3. for the purposes of the Municipal Advisor Rule:
 a. the term "proceeds of municipal securities" means monies derived by a municipal entity from the primary offering of municipal securities, investment income derived from the investment of such monies, and any monies of a municipal entity or obligated person held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds.
 b. the term "municipal investments" means proceeds of municipal securities and any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities.
 c. In the future, unless first alerting RJA in advance, Client will not invest any funds in or through RJA that constitute proceeds of municipal securities or municipal escrow investments.

Accounts without Bond Proceeds
 Account Number
 Account Name
 Section 115 Trust
 City of Mountain Brook

Accounts with Bond Proceeds
 Account Number
 Account Name

City of Mountain Brook, Section 115 Tr (FEIN 26-6678010)
 By: *Steven Boone*
 Steven Boone, Trustee
 Date: 3/9/2015

Sec. SEC Municipal Advisor Rule (http://www.sec.gov/info/municipaladvisor/advisor-lead) and FAQ (http://www.sec.gov/info/municipaladvisor/faq)

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APPENDIX 5

PAVING LIST 2015

Montevallo Road
(From Mountain Brook Village to Church Street)

Country Club Road
(From English Village to Memory Triangle)

Montrose Road – Old Leeds Road
(From Montevallo Road to Forest Glen Drive)

Overton Road
(From Knollwood Drive to city limits near Publix)

Mountain Park Drive
(All)

Overbrook Road
(From Montevallo Road to MB parkway)

Cahaba Road
(From Protective Life to Mountain Brook Village)

Antietam Drive
(All)

Alley off of Park Lane (English Village)
(Asphalt portion only)

APPENDIX 6

2015-040



Jamie Gregory
Executive Vice President
Finance Group

Jamie Gregory, 39, joined Regions in 2009 and serves as the head of Corporate Development and Profitability. He leads a team responsible for evaluating opportunities that drive efficient capital allocation and provides oversight for the Profitability Management and Finance Systems team. Regions is a top U.S. bank-holding company headquartered in Birmingham, Alabama, with \$119 billion in assets, operating approximately 1,700 banking offices in 16 states.

Before assuming his current role in 2013, Gregory was the Assistant Treasurer and Chief Investment Officer for Regions' Treasury Division. Prior to joining Regions, Gregory spent over 10 years at Wachovia Bank and was a Senior Vice President in the Treasury department working in various investment and market capacities. His final four years at Wachovia he ran a \$25 billion investment subsidiary for the corporation before returning to Charlotte to assist in the Wells Fargo merger.

Gregory holds a bachelor's degree in economics from North Carolina State University and a master's in business from the Fuqua School of Business at Duke University.

APPENDIX 7

Updated 05/06/13

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