

**Pre-Meeting Agenda
Mountain Brook City Council
City Hall – Room A106
56 Church Street
Mountain Brook, AL 35213
November 9, 2015 6:00 PM**

1. Proposals from Sain Associates to improve the South Brookwood Road sidewalks and guardrails – Alicia Bailey of Sain Associates. (See attached information. This item may be added to the formal agenda.)
2. Early Retirement Window for eligible employees-Steve Boone (See attached information. This item may be added to the formal agenda.)
3. Request by ClasTran for \$200 funding from the City in FY-2016-Samantha St. John of ClasTran (see attached information. This item may be added to the formal agenda.)
4. Parking pad encroachment request for 98 Country Club Boulevard located on Montevallo Road-Dana Hazen (See attached information. This item may be added to the formal agenda.)
5. Birmingham Blueprint project funding-Rick Davis, Senior Vice-President, Birmingham Business Alliance (See attached information. This item may be added to the formal agenda.)

**SOUTH BROOKWOOD ROAD
SIDEWALK OPTIONS
November 4, 2015
City of Mountain Brook, AL**

These options and opinions of cost are based on a preliminary site review. No design or evaluation has been completed.

Option 1:

Spotted improvement of extending guardrail where existing sidewalk is close to road and replacing sidewalk behind the new guardrail

Estimated opinion of probable cost - \$55,000

Pros – extension of guardrail and wider sidewalk would be installed where existing sidewalk is close to the road

Cons – construction impacts drainage ditch and cut slope, loss of 5-6 car lengths for on street parking

Option 2:

Widen the existing sidewalk with no change to the existing guardrail, valley gutter, and grass strip

Estimated opinion of probable cost - \$70,000

Pros – wider sidewalk, no loss of on street parking

Cons – some areas the sidewalk gets close to the road, construction impacts drainage ditch and cut slope

Option 3:

Maintain the existing valley gutter and increase the grass strip, remove and install a wider sidewalk

Estimated opinion of probable cost - \$120,000

Pros – wider sidewalk, increases separation between the road and sidewalk, no loss of on street parking

Cons – construction impacts drainage ditch and cut slope

Option 4:

Add curb and gutter and new sidewalk

Estimated opinion of probable cost - \$145,000

Pros – wider sidewalk, provides curb as a barrier between road and sidewalk

Cons – construction impacts drainage ditch and cut slope, total loss of on street parking

Option 5:

Add curb and gutter, new sidewalk, grass strip and guardrail

Estimated opinion of probable cost - \$170,000

Pros – wider sidewalk, provides curb as a barrier and increases separation between road and sidewalk

Cons – construction impacts drainage ditch and cut slope, total loss of on street parking

LEGEND
 - - - - EXISTING
 ——— NEW

EXISTING:

1. SPOTTED IMPROVEMENT OF
 EXTENDING GUARDRAIL AND REPLACING
 SIDEWALK IN AREA WHERE EXISTING
 SIDEWALK IS CLOSE TO ROAD

2. WIDEN EXISTING SIDEWALK
 MAINTAIN EXISTING VALLEY GUTTER
 AND GRASS STRIP

3. NEW WIDENED SIDEWALK
 MAINTAIN EXISTING VALLEY GUTTER
 INCREASE GRASS STRIP

4. ADD CURB AND GUTTER
 NEW SIDEWALK

5. ADD CURB AND GUTTER
 GRASS STRIP AND
 NEW SIDEWALK



SAIN
 associates
 INCORPORATED
 1000 10th Avenue
 Birmingham, AL 35203
 Phone: 205.333.8800
 Fax: 205.333.8801
 www.sain.com

SEMI-ANNUAL TYPICAL SECTION OPTION
 11/5/2015 10:19:25 AM
 11/5/2015 10:19:25 AM
 11/5/2015 10:19:25 AM

1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5

Memorandum

To: Sam Gaston, City Manager
 CC: Mayor and members of the City Council
 From: Steven Boone 
 Date: 11/4/2015
 Re: Retirement Window Analysis

Background

In 2002, the City adopted a resolution (No. 02-072) which allows retirees to continue their participation in the City's group medical insurance plan provided they have at least 30 years of service with the City (any age) or at least 15 years of services if age 60 or older. Such participation is limited to the earlier date of the retiree's becoming eligible for Medicare benefits (whether by age or disability) or 13 years. Effective January 1, 2016, the monthly cost of such retiree coverage will be as follows:

	City	Retiree	Total
Family	\$1,141	\$480	\$1,621
Single	\$731	\$150	\$881

Generally annually, the City Council considers extending this benefit to other employees with 20 years of service (any age) or 10 years of service if age 60 or older. The last such resolution was adopted October 13, 2014 (2014-136) which opened the retirement window from January 1, 2015 through August 1, 2015. Recently, two employees have expressed interest in retiring provided they can secure access to the City's group medical insurance plan.

The net cost (savings) to the City results from the replacement of the retiring employee ultimately with an entry level employee after considering the various internal promotions. Those retiring are generally receiving the maximum annual longevity compensation whereas their replacements are not eligible for longevity compensation for six (6) years. Longevity compensation starts at 1-1/2% of annual compensation (before applying the annual cap) and increases at the rate of 1/2% annually over the ensuing 20 years before attaining the maximum amount of 8-1/2% of annual compensation (again, before applying the annual cap). Following is an illustration of the annual savings for one police officer with family medical coverage carrying said coverage for the maximum duration of 13 years:

Year	Net Retiree Medical Premium	Longevity/Benefit (Savings) [G17. \$37,304(8.5%)(70%)]	Net Salary/Benefit (Savings) Step 10- 1 (7.65%+9.65%)	Annual (Savings)
1	\$12,108	(\$3,400)	(\$24,000)	(\$15,292)
2	12,108	(3,400)	(\$21,700)	(12,992)
3	12,108	(3,400)	(19,400)	(10,692)
4	12,108	(3,400)	(17,000)	(8,292)
5	12,108	(3,400)	(14,400)	(5,692)
6	12,108	(2,825)	(11,800)	(2,517)

Year	Net Retiree Medical Premium	Longevity/ Benefit (Savings) [G17 \$57,304(8.5%)(70%)]	Net Salary/Benefit (Savings) [Step 10-1 (7.65%)+9.63%]	Annual (Savings)
7	12,108	(2,600)	(9,100)	408
8	12,108	(2,400)	(6,200)	3,508
9	12,108	(2,200)	(3,200)	6,708
10	12,108	(2,000)	(0)	10,108
11	12,108	(1,800)	(0)	10,308
12	12,108	(1,600)	(0)	10,508
13	12,108	(1,400)	(0)	10,708
	\$157,404	(\$33,825)	(\$126,800)	(\$3,221)

Note: The above illustration (a police officer) represents a conservative analysis of the aggregate savings over a 13 year period. The annual savings increases for higher ranking/compensated employees. Additionally, the aggregate savings increases for employees over the age of 52 who elect to retire as their participation in the group medical insurance plan will not last for 13 years.

The above analysis takes into consideration only the annual cost (savings) from the retiring employee and their replacement. Beginning in 2008, the City was required to account for retirees' medical coverage in a manner similar it's accounting for the pension plan (namely a footnote to the annual audited financial statements). The City now "accrues" a portion of the retirees' medical cost over the life of their employment (normal cost) and amortizes the unfunded liability over 30 years. Attached are the Other Post-Employment Benefits (OPEB) balance sheet, income statement, and Note 7 from the 2014 audit report further describing the City's retiree medical insurance program.

In spite of the \$2.4 million unfunded liability for retiree medical cost, in my opinion, the City's policy of allowing its retirees to continue their participation in the City's group medical plan is justified for the following reasons:

1. Employee morale by a) increasing promotional opportunities and b) allowing employees emotionally ready for retirement the opportunity to do so
2. Reduces workers' compensation exposure especially in the more labor intensive positions

City of Mountain Brook, Alabama

Notes to Financial Statements

Funding progress

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

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Liability (AAL) -Entry age	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	Ratio of UAAL to Covered Payroll
September 30	(a)	(b)	(c)	(a/b)	(c)	(b-a)/c
2013	43,032,194	65,744,579	22,712,385	65.5%	13,786,658	164.6%

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

7. Post-employment benefits

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

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

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

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

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

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

	2014	2013
Normal Cost	\$ 117,078	\$ 108,399
30-year UAL amortization amount	149,101	144,468
Annual required contribution (ARC)	<u>\$ 266,179</u>	<u>\$ 250,867</u>

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

City of Mountain Brook, Alabama

Notes to Financial Statements

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

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

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

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

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

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

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

City of Mountain Brook, Alabama

Notes to Financial Statements

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

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

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

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

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

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

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

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

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

City of Mountain Brook, Alabama

Notes to Financial Statements

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

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

	<u>2012</u>	<u>2013</u>	<u>2014</u>
OPEB Costs	\$ 286,884	\$ 269,327	\$ 291,800
Contributions	300,000	320,000	300,000
Retiree premium	<u>354,828</u>	<u>350,923</u>	<u>359,756</u>
Total contribution and premium	<u>654,828</u>	<u>670,923</u>	<u>659,756</u>
Change in net OPEB obligation	<u>\$ (367,944)</u>	<u>\$ (401,598)</u>	<u>\$ (367,956)</u>
Ratio of contributions to cost	<u>104.57%</u>	<u>118.81%</u>	<u>102.81%</u>
Ratio of contributions plus premium to cost	<u>228.26%</u>	<u>249.11%</u>	<u>226.10%</u>

Commitments and contingencies

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

	<u>2014</u>	<u>2013</u>
Property tax commissions	\$ 199,986	\$ 196,534
Maintenance of maps and appraisals	211,369	209,473
Jefferson County Health Department	112,850	113,620
Birmingham-Jefferson County Transit Authority	90,716	75,012
Personnel Board of Jefferson County	176,437	171,855
Birmingham Regional Planning Commission	12,850	12,350

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

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

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



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

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

November 3, 2015

Mr. Gaston,

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

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

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

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

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

Thank you.

Samantha St. John

Clastran CFO



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

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

August 31, 2015

Mayor Lawrence Terry Oden
City of Mountain Brook
56 Church Street
P.O. Box 130009
Mountain Brook, AL 35213

Re: ClasTran 2016 Local Match

Dear Mayor Oden,

ClasTran is projected to complete 128,371 trips from October 2014 to September 2015 for the elderly, disabled, and rural citizens of Jefferson County. Services consist of doctor's appointments, dialysis treatments, travel to adult daycare facilities, and other essential services. We are requesting \$200.00 in local match funding from your city. We would use this with other matching funds from Jefferson County to provide service using ClasTran buses to your city and the surrounding area.

Historically, the primary source of local funding has been the Jefferson County Commission. We are not sure what funding Jefferson County will be able to provide to ClasTran for 2015-2016. Funding from Jefferson County municipalities will be required to continue providing trips in cities that are currently being served by ClasTran routes.

If possible ClasTran would like to receive a local match commitment in writing by September 30, 2015. We hope that you and the City Council will favorably consider this request. Our elderly and disabled citizens rely on this service every day.

If you have any questions, please feel free to call me at 205-325-8787 or e-mail me at fchurch@clastran.com.

Sincerely,

Fenn Church
Executive Director

"Developing Partnerships to Meet the Challenge"

MOUNTAIN BRK	MEDICAL											1	1	2
MOUNTAIN BRK Total												1	1	2
MOUNTAIN BROOK	MEDICAL	1	1	6	1	1			1		2			13
	PERSONAL		20											20
	PHYS THRPY										1			1
MOUNTAIN BROOK Total		1	21	6	1	1			1		3			34

36 total

Who is Eligible to Ride?

In the urbanized areas of Jefferson and Shelby counties, people are eligible to ride if they are age 60 and over or if they are disabled. An application must be filled out to determine eligibility.

In Walker County and the rural areas of Jefferson and Shelby counties, anyone can ride.

How Do I Schedule a Ride?

Call (205) 325-8787 or (877) 826-7876 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. You may leave a voicemail message if calling after hours or on weekends.

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

What Information Do I Need to Provide?

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

How Do I Cancel a Reservation?

You must call (205) 325-8787 or (877) 826-7876 **two hours before** your scheduled pick-up time to cancel a trip.

What is My Pick-Up/Drop-Off Time?

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

How Long Will it Take to Get There?

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

May I Bring My Pet?

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

ClasTran

PO Box 10386
Birmingham, AL 35202-0386

May 2010



Rider's Guide



ClasTran is a shared-ride, curb-to-curb public transportation service

ClasTran

PO Box 10386
Birmingham, AL 35202-0386
Phone: 205-325-8787
TDD: 205-325-8129
www.clastran.com

May I Bring a Child?

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

ClasTran does not provide child safety seats. Drivers are not permitted to secure child safety seats. It is the responsibility of the rider to provide and secure the safety seat. When calling to make a reservation, please advise if you will be riding with a child. All children will be charged full fare.

May I Bring a Companion?

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

May I Bring a Personal Care Attendant?

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

May I Ride With Medical Equipment?

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

Can You Transport My Wheelchair?

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

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

How Is the Fare Collected?

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

Where Can I Purchase Tickets?

By Mail
PO Box 10386
Birmingham, AL 35202

In Person
2121 Rev. Abraham Woods, Jr. Blvd.
Suite 1100
Birmingham, AL 35203

Where Can I Get More Information?

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

Or you may call ClasTran between 8:00 a.m. and 5:00 p.m. Monday through Friday at:

Phone: 205-325-8787
TDD: 205-325-8129
Toll Free: 877-826-7876
Email: aweary@clastran.com

Holidays

Service is not offered on the following holidays:

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

Jefferson and Shelby Demand Response

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

Hours	Fare
Monday through Friday 7:00 a.m. – 5:00 p.m.*	\$4.00 one-way \$8.00 round trip

*Riders will arrive at their final destination by this time

Walker County Deviated Fixed Routes

In addition to boarding the bus at specified stops, the bus will deviate from the route to pick up passengers who are located within ¼ mile of the route and are unable to get to the bus stop.

County Routes

Monday	Sipsey/Sumiton
Tuesday	Cordova/Sumiton/Dora
Wednesday	Parrish/Oakman
Thursday	Nauvoo/Carbon Hill

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

*Riders will arrive at their final destination by this time. All routes connect to Jasper.

City of Jasper

Hours	Fare
Monday through Friday 6:30 a.m. – 6:30 p.m.	\$.50 one-way trip \$10 annual pass

Americans with Disabilities Act

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

Fare is \$1.00 for a one-way trip.
Annual passes are not available for paratransit.

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

ClasTran
PO Box 10386
Birmingham, AL 35202-0386

June 2015



Rider's Handbook

Now Accepting



ClasTran

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

"Developing Partnerships to Meet the Challenge"

TABLE OF CONTENTS

Introduction.....	1
Conduct on Vehicles.....	2
Jefferson and Shelby Counties.....	3
Fare Collection.....	3
Walker County.....	4
Holidays.....	5
Purchase Tickets.....	5
Scheduling a Ride.....	6
Cancelling a Reservation.....	6
Children.....	7
Medical Equipment.....	7
Pick-up and Drop-off.....	8
No-Show/Late Cancellation.....	8
Companions.....	9
Personal Care Attendant.....	9
Service Animals.....	9
Packages.....	9
Wheelchairs.....	10
Subscription Trips.....	10
Rider Responsibilities.....	11
Driver Responsibilities.....	12
Drivers Are Not Permitted To.....	13
Causes for Suspension of Service.....	14
Suspension Process.....	15
Appealing a Suspension.....	16
Comments.....	16
Complaint Procedures.....	17

INTRODUCTION

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

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

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

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

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

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

This Handbook is available in audio format upon request.

CONDUCT ON VEHICLES

The following is never allowed when riding on ClasTran vehicles:

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

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

JEFFERSON AND SHELBY COUNTIES

Demand Response Service

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

Hours

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

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

Fare

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

FARE COLLECTION

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

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

WALKER COUNTY

In addition to boarding the bus at specified stops, the bus will deviate from the route to pick up passengers who are located within ¼ mile of the route and are unable to get to the bus stop. Please call ClasTran at least 24 hours in advance to make a reservation: 877-826-7876.

County Routes

MondaySipsey/Sumiton
Tuesday Cordova/Sumiton/Dora
WednesdayParrish/Oakman
ThursdayNauvoo/Carbon Hill

All county routes connect to the City of Jasper route.

Hours

Monday through Thursday
7:30 a.m. - 2:30 p.m.

Fare¹

\$4.00 one way
\$8.00 round trip

City of Jasper

Hours

Monday through Friday
6:30 a.m. - 6:30 p.m.

Fare

\$.50 one-way trip¹
\$10 annual pass²

Americans with Disabilities Act

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

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

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

HOLIDAYS

Service is not offered on the following holidays:

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

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

PURCHASE TICKETS

By U.S. Mail

ClasTran

PO Box 10386

Birmingham, AL 35202-0356

In Person

(mail is not received at this location)

2121 Rev. Abraham Woods, Jr. Blvd.

Suite 1100

Birmingham, AL 35203

By Phone

(205) 325-8787

SCHEDULING A RIDE

Call (205) 325-8787 or (877) 826-7876 Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. You may leave a voicemail message if calling after hours or on weekends.

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

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

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

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

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

CANCELLING A RESERVATION

You must call (205) 325-8787 or (877) 826-7876 **two hours before** your scheduled pick-up time to cancel a trip.

CHILDREN

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

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

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

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

MEDICAL EQUIPMENT

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

PICK-UP AND DROP-OFF

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

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

NO-SHOW/LATE CANCELLATION

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

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

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

COMPANIONS

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

PERSONAL CARE ATTENDANT

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

SERVICE ANIMALS

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

PACKAGES

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

NOTE: Operators can only assist with carrying packages on and off the vehicle.

WHEELCHAIRS

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

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

SUBSCRIPTION TRIPS

A subscription trip is one the rider takes:

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

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

Please note that:

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

RIDER RESPONSIBILITIES

Riders have the responsibility to:

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

DRIVER RESPONSIBILITIES

Drivers have the responsibility to:

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

DRIVER RESPONSIBILITIES *continued*

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

DRIVERS ARE NOT PERMITTED TO

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

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

CAUSES FOR SUSPENSION OF SERVICE

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

1. Excessive Cancellations, No-Shows, and/or Late Cancellations

Excessive cancellations, no-shows, and/or late cancellations delay the vehicle and deny opportunities for others to ride.

2. Disruptive or Abusive Behavior

Disruptive or abusive behavior annoys and can endanger others. This behavior includes, but is not limited to:

- Intimidation or threats of physical harm
- Verbal abuse
- Unlawful harassment, including unwelcome verbal, nonverbal, or physical behavior having sexual or racial connotations
- Unauthorized use of vehicle equipment
- Smoking on vehicles
- Eating or drinking without medical necessity
- Refusing to remain seated with seatbelts firmly secured
- Defacing equipment

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

SUSPENSION PROCESS

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

Suspensions will not be imposed for circumstances that are beyond a rider's control. Examples of situations not within the rider's control are:

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

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

APPEALING A SUSPENSION

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

ClasTran Appeals
PO Box 10386
Birmingham, AL 35202-0386
or
rabel@clastran.com

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

COMMENTS

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

Email: rabel@clastran.com
Phone: 205-325-8787
Fax: 205-325-8788
TDD: 205-325-8129
Toll Free: 877-826-7876
U.S. Mail: PO Box 10386
Birmingham, AL 35202-0386

ClasTran Complaint Procedures

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

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

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

ClasTran Complaint Procedures *(continued)*

Dispute Resolution System

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

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

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

Step Four - Where applicable the Executive Director of ClasTran will respond to the individual filing the complaint within fifteen (15) business days.

Depending on the desires of the individual and the nature of the complaint, this response may be either a telephone call (sufficiently documented) or a written response.

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

ClasTran Complaint Procedures *(continued)*

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

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

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

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

ClasTran Complaint Procedures *(continued)*

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

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

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



APPLICATION FOR DETERMINATION OF ELIGIBILITY

(For Applicants in the Jefferson/Shelby Urbanized Areas)

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

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

Email: aweary@clastran.com

Fax: 205-325-8788

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

For questions or information:
205-325-8787
877-826-7876
aweary@clastran.com
Between 8:00 a.m. and 5:00 p.m.

A. PERSONAL INFORMATION

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

Home Phone: _____ Mobile Phone: _____

Date of Birth: _____

Street Address:

Number and Street: _____

City, State, Zip: _____

Mailing Address, if different:

Number and Street: _____

City, State, Zip: _____

In Case of Emergency Notify:

Name: _____ Phone: _____

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

For office Use Only:

- Approved
- Denied
- Incomplete _____

B. AGE QUALIFICATION

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

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

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

C. DISABILITY QUALIFICATION

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

Is your disability temporary? Yes No

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

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

D. MOBILITY INFORMATION

Please check all mobility aids that you use.

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

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

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

E. PERSONAL CARE ATTENDANT

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

F. CERTIFICATION

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

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

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

Name: (please print)

Signature:

Date:



PROFESSIONAL VERIFICATION

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

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

Email: aweary@clastran.com
Fax: 205-325-8788
U.S. Mail: ClasTran
PO Box 10386
Birmingham, AL 35202-0386

1. Please describe the above person's disability.

2. Is this disability temporary?

Yes No

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

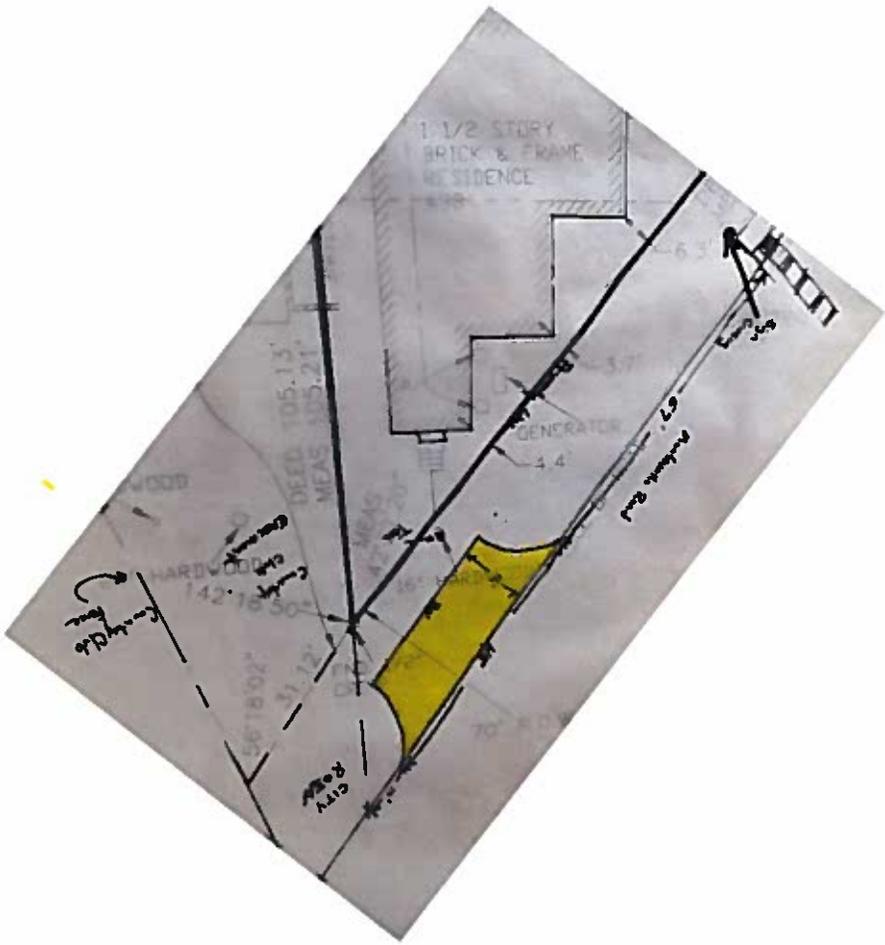
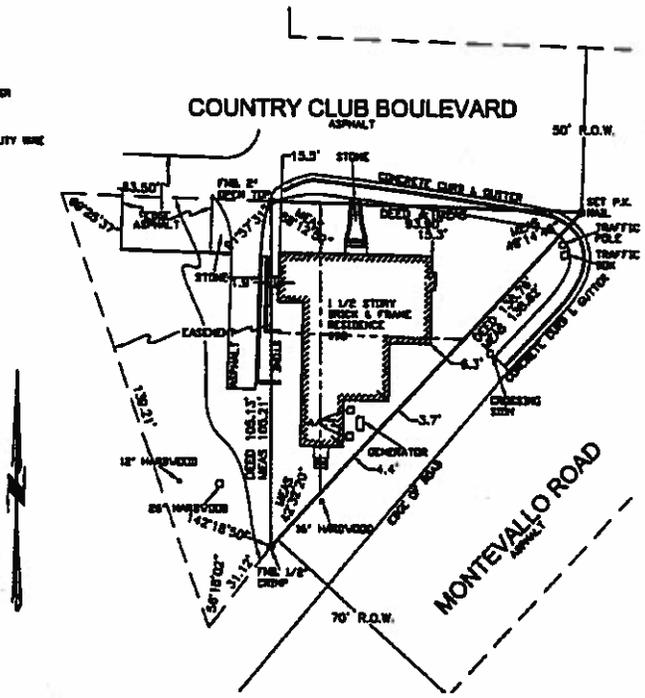
4. In what capacity do you know the applicant?

5. Professional Verification

Signature: _____ Date: _____
Print Name: _____ Title: _____
License Title: _____ Number: _____ Expiration Date: _____
Agency Name: _____ Phone: _____
Address: _____

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

- R RADIUS
- BLK. N. BOUNDARY
- BLK. S. BOUNDARY
- BLK. E. BOUNDARY
- BLK. W. BOUNDARY
- AC. ACRES
- SQ. FT. SQUARE FEET
- C. CENTERLINE
- A/C AIR CONDITIONER
- P. POLE
- M. METER
- F. FENCE
- OU. OVERHEAD UTILITY WIRE
- PA. PAVEMENT
- ST. STAIRS
- T. TANK
- RES. RESIDENCE
- LI. LIGHT
- COV. COVERED
- DECK DECK
- CON. CONCRETE
- W. WALL
- COL. COLUMN





THIS INSTRUMENT PREPARED BY:

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this _____ day of _____ 201_, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and _____ (Owner(s) of Property requesting encroachment) Troy W Rhone (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 98 Country Club Blvd
Parcel ID #: 28000 4300 8001000
Legal Description _____

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain Describe Permanent Improvement that will Encroach on City ROW Parking at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:

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

To the Licensee:

Troy Rhone
49 Country Club Blvd
Mt. Brook, AL 35213

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.

(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) 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 or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

By: _____
Mayor

LICENSEE (if individual)



LICENSEE (if individual)

LICENSEE (if entity)

Name of Entity

By: _____

Its: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Entity)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name as _____ of _____ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

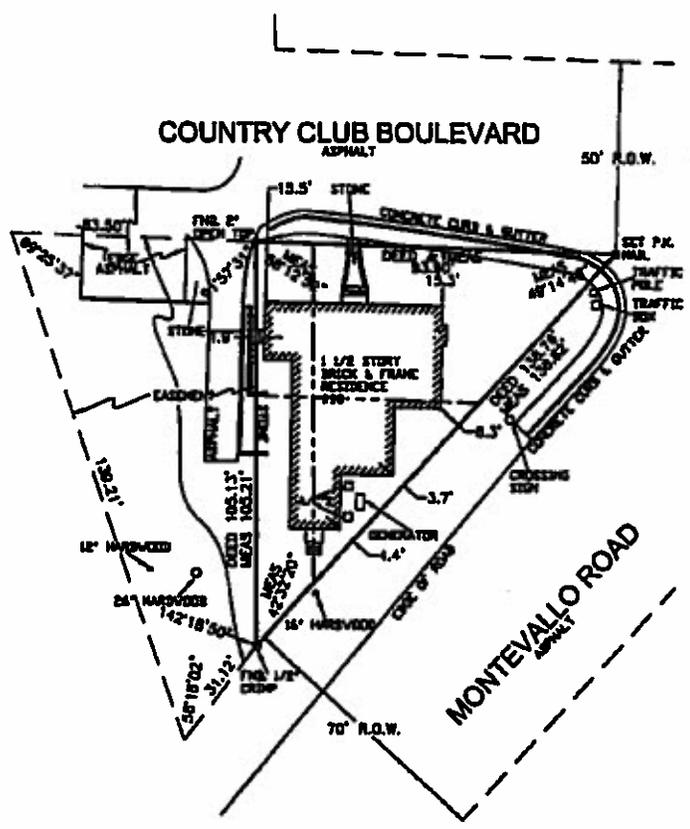
Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC
My Commission expires: _____

Aug 2014

LEGEND

- ASP ASPHALT
- BLOS BUILDING
- CLAS CALCULATED
- MEAS MEASURED
- CH CHORD
- LONG LONG CHORD
- REFLECTION REFLECTION
- DELTA DELTA
- EASEMENT EASEMENT
- HEARWALL HEARWALL
- SEAMAN SEAMAN
- MANHOLE MANHOLE
- OVERLANS OVERLANS
- POUCH POUCH
- RADIUS RADIUS
- RIGHT OF WAY RIGHT OF WAY
- SAN SANITARY
- STW STORM
- UTL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CENTRLINE CENTERLINE
- A/C AIR CONDITIONER
- POLE POLE
- ANCHOR ANCHOR
- CHCHEAD OVERHEAD UTILITY WIRE
- FANEDMIT FANEDMIT
- WIN WITH
- TAREHIT TAREHIT
- RESIDENCE RESIDENCE
- LIGHT LIGHT
- COVERED COVERED
- DECK DECK
- CONCRETE CONCRETE
- WALL WALL
- COLUMN COLUMN



SCALE: 1"=30'
 State of Alabama
 Jefferson County

"Closing Survey"

I, Ray Weygand, a registered Land Surveyor, certify that I have surveyed the land shown and described hereon; that there are no rights-of-way, easements, or joint driveways over or across said land visible on the surface except as shown; that there are no electric or telephone wires (excluding wires which serve premises only) or structures or supports therefor, including poles, numbers and guy wires, on or over said premises except as shown; that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map and found that this property is not located in a special flood hazard area; that there are no encroachments on said lot except as shown and that improvements are located as shown. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Legal Description:

Begin at the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 18 South, Range 2 West, thence South along the West line of said 1/4 - 1/4 section 105.09 feet to an intersection with the Northwestern right of way line of the Montevallo Road; thence in a Northeasterly direction along the said right of way line 138.76 feet to an intersection with the North line of said Southwest 1/4 of Section 4; thence West along the North line of said 1/4 - 1/4 section 93.9 feet to the point of beginning; situated in Jefferson County, Alabama, Birmingham Division.

TOGETHER WITH easement rights over and across the following described property:

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 18 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 5, Township 18 South, Range 2 West, Jefferson County, Alabama (as marked by a 2" iron pipe) and run in a Southerly direction along the East line of said section a distance of 105.13 feet to a 1" crimped iron pipe on the Northwestern right of way of Montevallo Road; thence turn an interior angle of 142° 18' 50" and run to the right in a Southwesterly direction along said right of way a distance of 31.12 feet; thence turn an interior angle of 56° 18' 02" and run to the right in a Northwesterly direction a distance of 139.21 feet to the North line of said 1/4 - 1/4 section; thence turn an interior angle of 69° 32' 11" and run to the right in an Easterly direction along said North line a distance of 63.49 feet to the point of beginning.

Less and except any portion of subject property lying within a road right of way.

According to my survey of: SEPTEMBER 9, 2015
 Order No.: 77322
 Purchaser:
 Address: 98 Country Club Boulevard

Ray Weygand Reg. L.S. #24973
 169 Oxmoor Road, PH: 942-0066
 Homewood, AL 35209 © Copyright

Survey invalid if not scaled in red.



birminghambusinessalliance
THE CHAMBER FOR REGIONAL PROSPERITY

November 2, 2015

Hon. Lawrence Oden
Mayor
City of Mountain Brook
P O Box 130009
Birmingham, AL 35213

Dear Mayor Oden:

Thank you for your past support of the Birmingham Business Alliance. This past year, the economy of the Birmingham region continued to grow, and with your investment, our seven-county metro area enjoyed another meaningful, productive year.

Our results tell the story. In just the past five years, the number of jobs announced locally in new and expanding industries totals more than 12,500 and additional indirect jobs created as a result of those job announcements totals another 12,000. Even more encouraging is the growth in capital investment – the dollars that flowed into the region. The investment number now exceeds \$2 billion, again in just the past five years. There is excitement in the air as more than 30 projects take shape in downtown Birmingham and the surrounding areas.

In addition, national media outlets are buzzing about our region. *Motor* recently named Birmingham as America's Best City; *Forbes* placed Birmingham at the top of its list for Most Affordable Cities to live and on its Top 10 Happiest Cities to Work; ZAGAT named Birmingham the #1 Next Hot Food City in America; and *Bloomberg Business* named Birmingham One of Six Cities where Millennials can Afford to Pay Rent. These are excellent signs that our economy is continuing to improve and we look forward to more success.

It is indeed gratifying to reflect on the Birmingham Business Alliance's solid program of work and to know that we are making a difference. With a focus on economic development, image enhancement and workforce development, the Blueprint Birmingham regional growth plan continues to be positively received and to generate meaningful results. We have the right plan in place and our pathway to prosperity is clear. Thank you for the important part you play in moving Birmingham and Alabama forward toward a very bright future.

I enclose with this letter an invoice reflecting what I hope will be your continued investment support for 2015. We need you to help us grow our community and continue to make it a great place to live.

Sincerely,

Loren Traylor
Vice President Investor Relations
Birmingham Business Alliance

Enclosure

Mayor Oden -

Thank you for your support. As a resident of Mountain Brook myself I greatly appreciate your leadership!



birminghambusinessalliance
THE CHAMBER FOR REGIONAL PROSPERITY

100 1100 6378
Sporn
11/5/2015

#8

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

INVOICE

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

Invoice No.
149549

Customer ID
4044

Date Due
11/01/2015

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

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

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

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