

**Pre-Meeting Agenda
Mountain Brook City Council
City Hall – Room A106
56 Church Street
Mountain Brook, AL 35213
January 25, 2016 - 6:15 PM**

1. Request for sidewalks or walking trail along Montclair Road from Memory Lane to Mountain Brook Park Condos – Darrell Meyer and Henry Fowlkes. (See attached information.)
2. Westchester Circle parking issues - Chief Cook. (See attached map.)
3. Agreement with Vestavia Hills for preliminary design for Cahaba River Road improvements – Ronnie Vaughn. (See attached information. This item may be added to the formal agenda.)

MONTCLAIR RD. SIDEWALK QUOTE FROM MEMORY LN. TO MOUNTAIN BROOK PARK CONDOS

OPTION # 1 GRAVEL

GRAVEL :	\$ 1,507.00
MISC MATERIALS :	\$ 2,000.00
4 POWER POLES RELOCATED :	\$ 16,000.00
1 WATER METER RELOCATED:	\$ 2,000.00
1 WATER SHUT OFF LOWERED :	\$2,000.00
EDGING MATERIAL:	\$1,885.00
SAFETY RAILING:	\$ 21,000.00
LANDSCAPING:	\$ 3,000.00
SURVEYING:	\$ 1,200.00

TOTAL: \$ 53,121.60

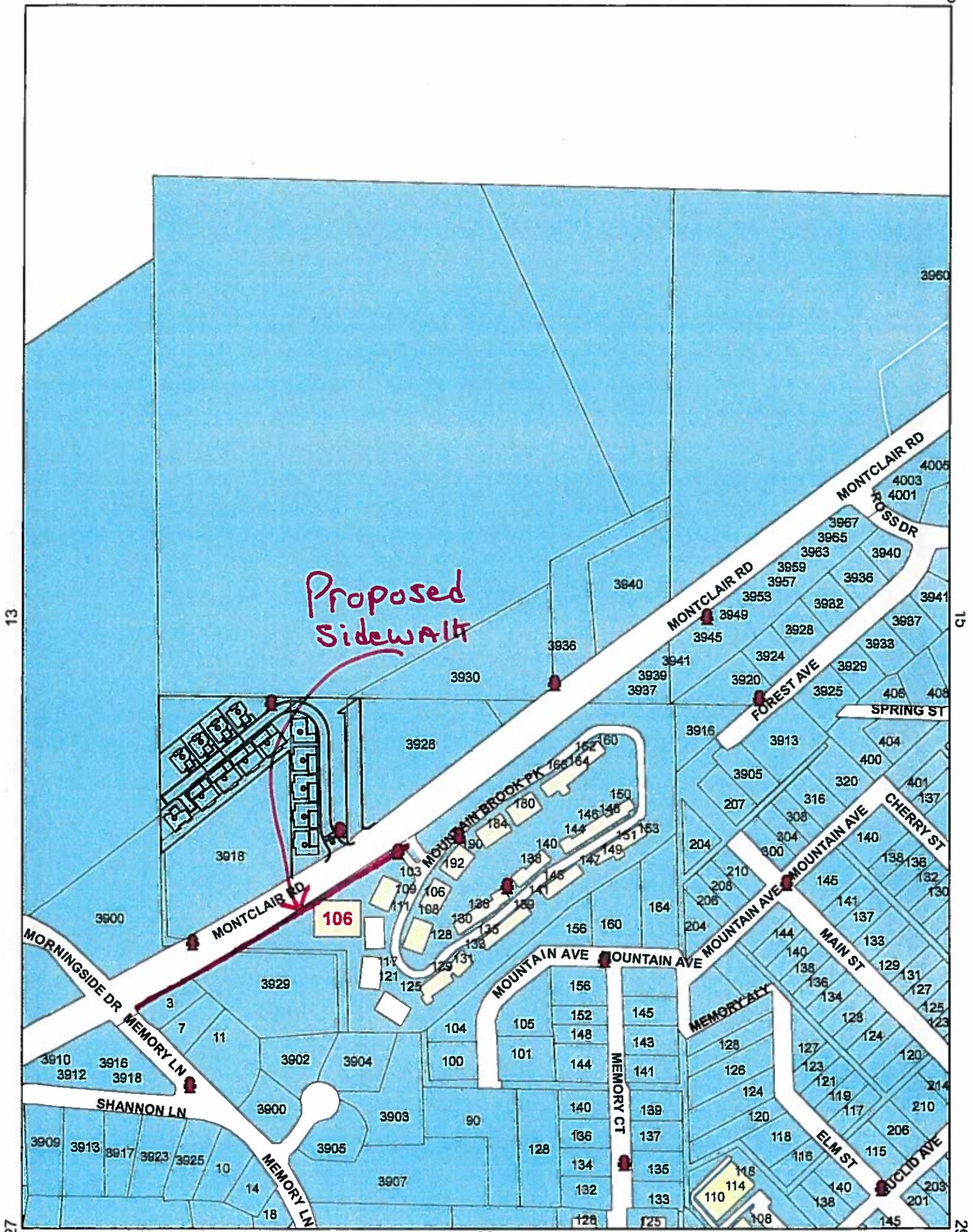
THIS QUOTE HAS A 5% OVERAGE ADDED DUE TO THE CHANGING PRICES OF MATERIALS.

OPTION # 2 CONCRETE

GRAVEL:	\$ 493.20
CONCRETE :	\$ 11,600.00
MISC. MATERIALS:	\$ 2,000.00
4 POWER POLES RELOCATED:	\$16,000.00
1 WATER METER RELOCATED:	\$ 2,000.00
1 WATER SHUT OFF LOWERED:	\$ 2,000.00
SAFETY RAILING:	\$ 21,000.00
LANDSCAPING:	\$ 3,000.00
SURVEYING:	\$ 1,200.00

TOTAL: \$ 62,257.85

THIS QUOTE HAS A 5% OVERAGE ADDED DUE TO THE CHANGING PRICES OF MATERIALS.



Proposed Sidewalk

106

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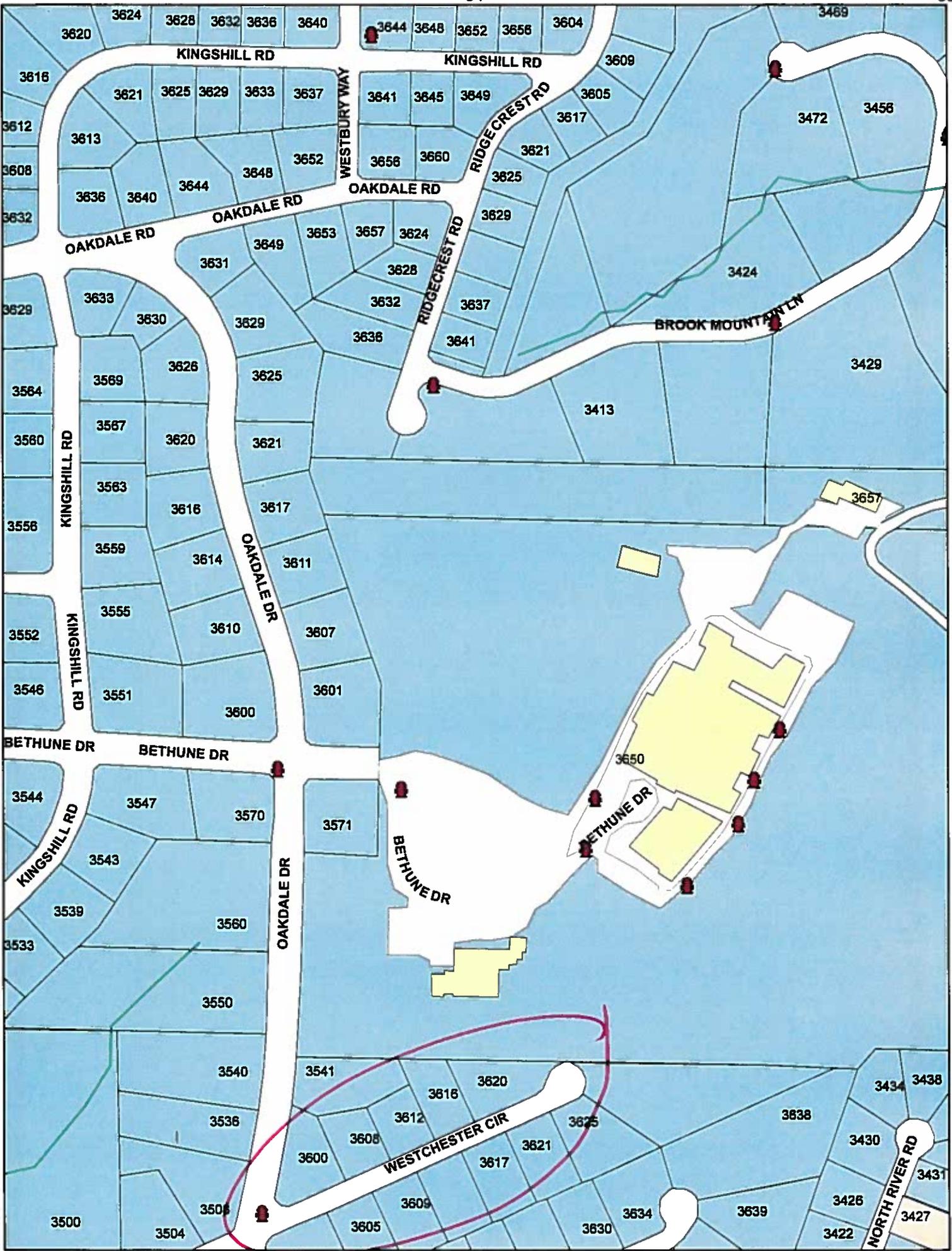
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VESTAVIA HILLS

A LIFE ABOVE

ALBERTO C. ZARAGOZA, JR.
Mayor

JEFFREY DOWNES
City Manager

January 6, 2016

Sam Gaston, City Manager
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Dan Biles, Deputy County Manager
Jefferson County Commission
716 Richard Arrington Jr. Blvd. N.
Birmingham, AL 35203

Andre V. Bittas, Director
City of Birmingham
Dept. of Planning, Eng. & Permits
710 20th Street N., Rm. 220
Birmingham, AL 35203

Fred T. Hawkins, City Engineer
City of Birmingham
Dept. of Planning, Eng. & Permits
710 20th Street N., Rm. 220
Birmingham, AL 35203

RE: Proposed Resurfacing and Improvement to Cahaba River Road

Dear Sam, Dan, Andre and Fred:

I am writing to follow up from our previous conversations regarding proposed road improvements to Cahaba River Road from Highway 280 to Key Drive. As you know, this is a quickly changing transportation route given the opening of Grandview Medical Center, Patchwork Farms, and residential development. Furthermore, segments of the roadway lie within all of our jurisdictions. It is the goal of the City of Vestavia Hills to work with your jurisdictions to begin engineering and construction of road improvements as soon as possible. The MPO currently has allocated federal funding to cover 80% of preliminary engineering, right-of-way, utility relocation, and construction costs associated with this effort.

Cahaba River Road Improvements

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January 6, 2016

I request confirmation of your entities' willingness to share a proportionate cost of preliminary engineering to kick off this effort, and after evaluation of the scope of work associated with each entity's road segments, agree to a cost share of the right-of-way, utility, and construction costs to be determined after engineering analysis. I have included an exhibit detailing the road segments, cost analysis, and a proposed multijurisdictional agreement (patterned after the Sicard Hollow Rd resurfacing agreement). The Vestavia Hills City Council passed Resolution Number 4782 in support of this effort contingent on all jurisdictions' agreement. Please let me know if your entity is willing to participate in the project.

As always, I appreciate your support of these regional efforts to improve our transportation infrastructure.

Sincerely,



Jeffrey Downes
City Manager

JDD/mnh

Enclosure

CC: Christopher Brady, City Engineer, City of Vestavia Hills
Keith Strickland, Municipal Dept. Mgr., Goodwyn Mills & Cawood

Cahaba River Road Improvements (from US 280 to Key Drive)

Preliminary Engineering Costs- As approved by ALDOT	\$	556,000.00
Local Cost Share (20%)	\$	111,200.00

Entity Name	Length of Road (FT) within Project Boundaries	% of Road within Project Boundaries	Preliminary Engineering Cost Share (NTE)
City of Vestavia Hills	4,631.42	26.164%	\$ 29,467.90
Jefferson County	6,429.51	36.322%	\$ 40,389.86
City of Birmingham	5,696.04	32.178%	\$ 35,782.24
City of Mt. Brook	944.54	5.000%	\$ 5,560.00
TOTAL	17,701.51	99.664%	\$ 111,200.00

**Preliminary Cost Estimate
Cahaba River Road Improvements (from US 280 to Key Drive)**

Vestavia Hills, Alabama | Birmingham, Alabama
Mountain Brook, Alabama | Jefferson County, Alabama

Project Segment / Owner	Length of Segment (FT)	% of Ownership	Construction (CN)		Utility Relocation (UT)		Right of Way (ROW)		Total Project Cost	
			Total Cost	20% Match	Total Cost	20% Match	Total Cost	20% Match	Total Cost	20% Match
US 280 to Acton Road (Resurfacing Only)	6659.29	100%	\$775,388	\$155,078	\$0	\$0	\$0	\$0	\$775,388	\$155,078
Vestavia Hills	1503.46	23%	\$175,058	\$35,012	\$0	\$0	\$0	\$0	\$175,058	\$35,012
Jefferson County	4211.29	63%	\$490,350	\$98,070	\$0	\$0	\$0	\$0	\$490,350	\$98,070
Birmingham	0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mt. Brook	944.54	14%	\$109,979	\$21,996	\$0	\$0	\$0	\$0	\$109,979	\$21,996
Acton Road to Hospital (Widening / Resurfacing)	7338.09	100%	\$3,943,781	\$788,756	\$1,250,000	\$250,000	\$1,000,000	\$200,000	\$6,193,781	\$1,238,756
Vestavia Hills	3127.95	43%	\$1,681,090	\$336,218	\$532,829	\$106,566	\$426,264	\$85,253	\$2,640,183	\$528,037
Jefferson County	2218.22	30%	\$1,192,160	\$238,432	\$377,861	\$75,572	\$302,288	\$60,458	\$1,872,309	\$374,462
Birmingham	1991.91	27%	\$1,070,532	\$214,106	\$339,310	\$67,862	\$271,448	\$54,290	\$1,681,290	\$336,258
Mt. Brook	0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hospital to Key Drive (Resurfacing Only)	3704.13	100%	\$467,906	\$93,581	\$0	\$0	\$0	\$0	\$467,906	\$93,581
Vestavia Hills	0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Jefferson County	0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Birmingham	3704.13	100%	\$467,906	\$93,581	\$0	\$0	\$0	\$0	\$467,906	\$93,581
Mt. Brook	0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	17701.51	100%	\$5,187,075	\$1,037,415	\$1,250,000	\$250,000	\$1,000,000	\$200,000	\$7,437,075	\$1,487,415
Vestavia Hills	4631.42	26%	\$1,856,148	\$371,230	\$532,829	\$106,566	\$426,264	\$85,253	\$2,815,241	\$563,048
Jefferson County	6429.51	36%	\$1,682,509	\$336,502	\$377,861	\$75,572	\$302,288	\$60,458	\$2,362,658	\$472,532
Birmingham	5696.04	32%	\$1,669,111	\$333,822	\$339,310	\$67,862	\$271,448	\$54,290	\$2,279,869	\$455,974
Mt. Brook	944.54	5%	\$109,979	\$21,996	\$0	\$0	\$0	\$0	\$109,979	\$21,996

RESOLUTION NUMBER 4782

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A MULTI-JURISDICTIONAL AGREEMENT WITH JEFFERSON COUNTY AND THE CITIES OF MOUNTAIN BROOK AND BIRMINGHAM FOR PROJECT NUMBER STPBH-37150 CAHABA RIVER ROAD FROM SR-38 (US 280) TO KEY DRIVE

WHEREAS, Jefferson County and the Cities of Vestavia Hills, Mountain Brook and Birmingham desire to make certain improvements to Cahaba River Road from Highway 280 to Key Drive (Project); and

WHEREAS, the Project traverses through all four jurisdictions; and

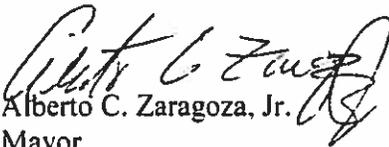
WHEREAS, all four parties desire to divide the costs pursuant to the terms and conditions of a multi-jurisdictional agreement (Agreement), a copy of which is marked as "Exhibit A," attached to and incorporated into this Resolution Number 4782 as though written fully therein; and

WHEREAS, the Mayor and City Council find it is in the best public interest to participate in said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to execute and deliver said Agreement as detailed in Exhibit A; and
2. This Resolution Number 4782 is conditioned upon successful execution by all jurisdictions; and
3. This Resolution Number 4782 is effective immediately upon adoption and approval.

ADOPTED and APPROVED this the 28th day of December, 2015.


Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:



Rebecca Leavings
City Clerk

JEFFERSON COUNTY

STATE OF ALABAMA

AGREEMENT
TO
SHARE RESPONSIBILITIES
(Joint Services Agreement)

Various Roadway Improvements on Cahaba River Road
From Highway 280 to Key Drive

The CITY OF VESTAVIA HILLS, ALABAMA (Vestavia), JEFFERSON COUNTY, ALABAMA (County), the CITY OF BIRMINGHAM, ALABAMA (Birmingham), and the CITY OF MOUNTAIN BROOK, ALABAMA (Mountain Brook), enter into this agreement on the ____ day of _____, 20___. The provisions of this agreement shall become effective _____, 20___.

WHEREAS, Vestavia, the County, Birmingham, and Mountain Brook, desire to make certain improvements to Cahaba River Road from Highway 280 to Key Drive (Project); and

WHEREAS, the Project traverses through the four jurisdictions, Vestavia, County, Birmingham, and Mountain Brook; and

WHEREAS, all four parties desire to divide the Preliminary Engineering costs based on the percentage of the Project in each jurisdiction as follows: Vestavia, the County, Birmingham, and Mountain Brook will divide the responsibility as follows: Vestavia responsibility being 26% of the costs, County responsibility being 36% of the costs, Birmingham responsibility being 32% of the costs, and Mountain Brook responsibility being 5% for the costs. Vestavia, the County, Birmingham, and Mountain Brook desire to establish their agreement herewith; and

WHEREAS, a copy of the projected preliminary engineering costs as approved by ALDOT is included as an exhibit and represent a not to exceed cost for each entity

WHEREAS, the Alabama Legislature adopted Alabama Code §41-16-50(b) which provides in pertinent part, that:

(b) The governing bodies of two or more contracting agencies, as enumerated in subsection (a), or the governing bodies of two or more counties, or the governing bodies of two or more city or county boards of education, may provide, by joint agreement, for the purchase of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing or bidding agent, and the agent shall comply with

this article. Purchases, contracts, or agreements made pursuant to a joint purchasing or bidding agreement shall be subject to all terms and conditions of this article.

; and

WHEREAS, the Alabama Legislature adopted Alabama Code §11-102-1 which provides that:

Except as otherwise provided in this chapter or as otherwise prohibited by law, any county or incorporated municipality of the State of Alabama may enter into a written contract with any one or more counties or incorporated municipalities for the joint exercise of any power or service that state or local law authorizes each or the contracting entities to exercise individually. For purpose of this chapter, it is sufficient if each of the contracting entities has the authority to exercise or perform the power or service which is the subject of the contract regardless of the manner in which the power or service shall be exercised or performed, provided that at least one of the contracting parties has the authority to exercise their power or service in the manner agreed upon by the parties. The joint contract may provide for the power or service to be exercised by one or more entities on behalf of the others or jointly by the entities.

; and

WHEREAS, all parties find that it is in the public interest that the parties enter into a joint purchasing/service agreement in accordance with the Alabama Code §41-16-50(b) and §11-102-1, *et seq.*, in order to authorize the City of Vestavia Hills to engage in the purchase of certain services and materials through the competitive bid process for use by the parties, i.e. in order for Vestavia, the County, Birmingham, and Mountain Brook to make certain improvements to Cahaba River Road from Highway 280 to Key Drive.

IN CONSIDERATION OF THE PREMISES stated herein Vestavia, the County, Birmingham, and Mountain Brook mutually agree as follows:

- I. **PURPOSE:** The Parties agree to jointly undertake to provide for the following improvements to Cahaba River Road from Highway 280 to Key Drive (Project): milling, resurfacing, and other necessary repairs (including storm drains, inlets and road capacity expansion) to the road bed for placement of the final pavement wearing surface.
- II. **RESPONSIBILITIES:** The Parties have authorized this agreement pursuant to similar ordinances passed by Vestavia, Birmingham, and Mountain Brook and a similar resolution passed by the County, adopted by the governing body of each party, which sets forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of this agreement. The Parties agree to the following:
 - a. Vestavia, the County, Birmingham, and Mountain Brook jointly agree that Goodwyn, Mills, and Cawood (GMC) is an authorized professional services organization authorized to perform services as an ALDOT authorized engineering firm.
 - b. Vestavia, the County, Birmingham, and Mountain Brook agree to the terms of a man day fee proposal for engineering services submitted by GMC and approved by ALDOT.
 - c. The City of Vestavia Hills will enter into a separate agreement with GMC to provide the design and construction plans. Vestavia will invoice the County, Birmingham, and Mountain Brook for their respective share of the consultant fee. The County's share being 36%, Birmingham's share being 32%, and Mountain Brook's share being 5%.

- d. During the corridor study and early stages of engineering performed by GMC, the extent and scope of the required work associated with improvement to Cahaba River Rd will be better determined. This information will then be utilized to better determine the construction, right of way and utility cost share by each entity.
 - e. Due to the use of federal funds, the Alabama Department of Transportation (ALDOT) is designated as the bidding agent and will advertise and accept bids for the construction of the Project.
 - f. ALDOT will determine the low bidder and enter into a separate Agreement with the contractor for the construction of the Project.
 - g. ALDOT will invoice Vestavia for the required 20% local match for the Project. Vestavia will invoice the County, Birmingham, and Mountain Brook for their respective share of the local match. The share of construction costs shall be mutually agreed by all parties through an amendment of this agreement based upon the extent of work to be constructed in each party's road segment.
 - h. Each party's share of the expenditures for purchases under this agreement shall be appropriated and paid in the manner set forth in this agreement and in the same manner as for other expenses of the entity.
 - i. This agreement shall be subject to all terms and conditions of the applicable Alabama Bid Laws.
- III. TERM: The duration of this contract shall not exceed three years from the date of its final execution of the end of the Project, whichever first occurs.
- IV. IMPLEMENTATION: The Parties agree as follows:
- a. Vestavia will assume responsibility for the management of the Project.
 - b. Vestavia will provide Construction, Engineering & Inspection (CE&I) during the construction phase of the Project with the County, Birmingham, and Mountain Brook providing additional staff for the inspection for the portion of the Project within their jurisdiction.
 - c. The parties expressly agree that Vestavia does not assume any risk or future liability, or any future responsibility for any portion of Cahaba River Road located within the jurisdictions of the County, Birmingham, or Mountain Brook.
 - d. Except as expressly provided in this agreement, no party for the contract shall have any power to incur any debt which shall become the responsibility of any other contracting party.
 - e. Except as specifically provided in this agreement, the execution of this agreement or the performance of any act pursuant to this provisions of thereof shall not be deemed or construed to have effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture.
 - f. Except as otherwise provided by law and as limited by this agreement between the parties, any entity which contacts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the contract.
 - g. Each party to this agreement shall adopt all ordinances, resolutions, or policies necessary to authorize the other contracting parties to carry out their contractual duties and responsibilities.

V. IMMIGRATION LAW AND COMPLIANCE:

- a. Parties represent and warrant that they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act").
- b. Parties represent and warrant that they will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations.
- c. Parties agree to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-Verify program. Parties represent and warrant that they shall not hire, retain, or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act.
- d. By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

VI. TERMINATION:

- a. Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other parties. Such notice shall be sent to the governing bodies of the other parties.
- b. Upon termination, all unused materials purchased by Vestavia under this agreement shall be returned to Vestavia within thirty (30) days of termination.
- c. Upon termination, the terminating party shall be responsible for any ALDOT cost share that would be demanded as a reimbursement by ALDOT or the Federal Highway Administration.

VII. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

VIII. GOVERNING LAW: This agreement shall be governed and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.

INWITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as reflected below.

CITY OF VESTAVIA HILLS, ALABAMA

Date

BY: _____
Alberto C. Zaragoza, Jr., Mayor

ATTEST: _____
City Clerk

Date

BY: _____
Jeffrey Downes, City Manager

ATTEST: _____
City Clerk

JEFFERSON COUNTY, ALABAMA

Date

BY: _____
James A. Stephens, President
Jefferson County Commission

ATTEST: _____

CITY OF BIRMINGHAM, ALABAMA

Date

BY: _____
William A. Bell, Sr., Mayor

ATTEST: _____

CITY OF MOUNTAIN BROOK, ALABAMA

Date

BY: _____
Lawrence T. Oden, Mayor

ATTEST:

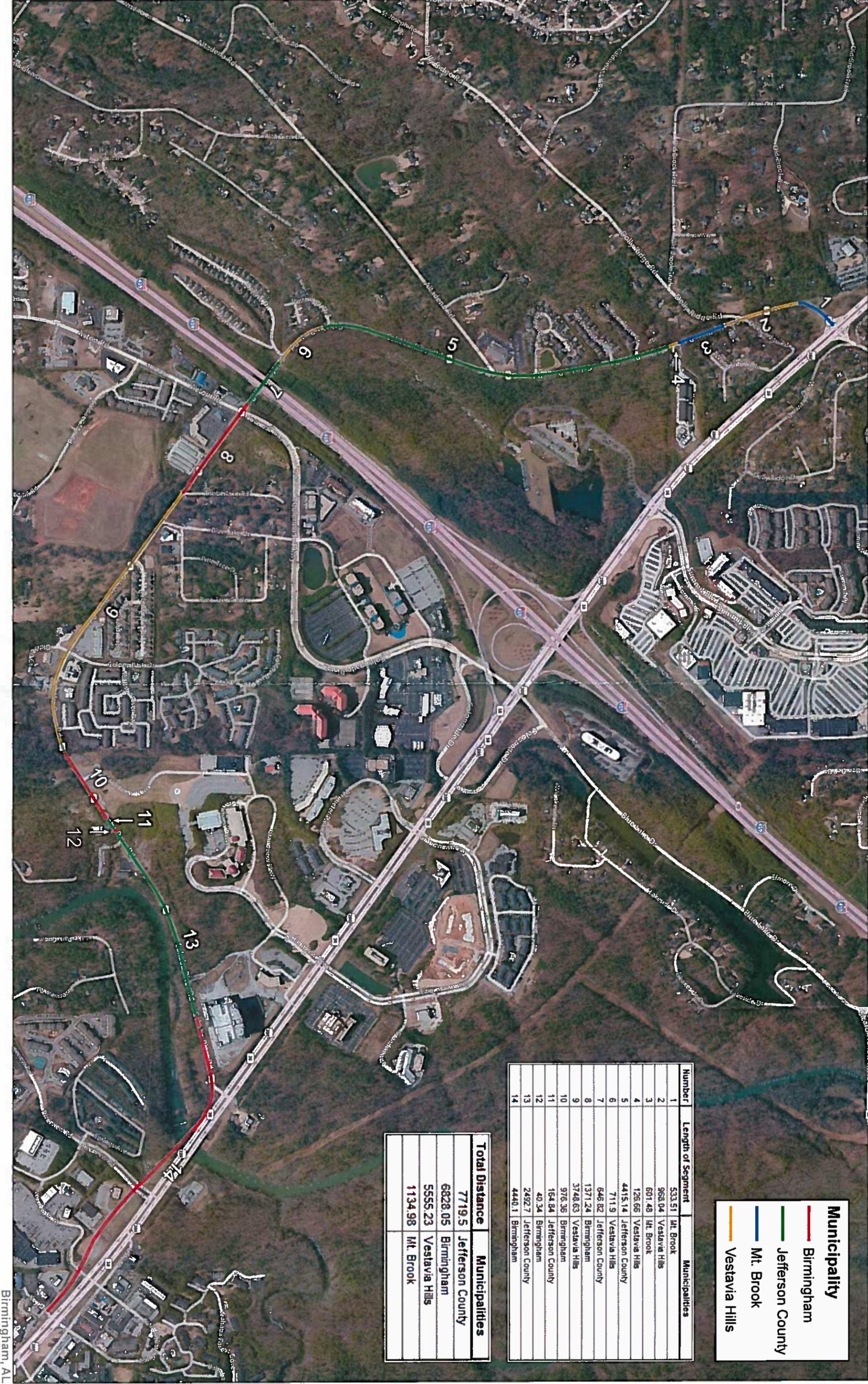
City Clerk

Date

BY: _____
Sam Gaston, City Manager

ATTEST:

City Clerk



Municipality

- Birmingham
- Jefferson County
- Mt. Brook
- Vestavia Hills

Number	Length of Segment	Municipalities
1	533.51	Mt. Brook
2	968.04	Vestavia Hills
3	601.48	Mt. Brook
4	126.66	Vestavia Hills
5	4415.14	Jefferson County
6	711.9	Vestavia Hills
7	646.82	Jefferson County
8	1371.24	Birmingham
9	3748.63	Vestavia Hills
10	976.36	Birmingham
11	164.84	Jefferson County
12	40.34	Birmingham
13	2492.7	Jefferson County
14	4440.1	Birmingham

Total Distance	Municipalities
7719.5	Jefferson County
6828.05	Birmingham
5555.23	Vestavia Hills
1134.98	Mt. Brook