

**MEETING AGENDA  
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (ROOM A108)  
56 CHURCH STREET  
MOUNTAIN BROOK, AL 35213**

**MARCH 28, 2016, 7:00 P.M.**

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1. Recognition of departmental employees of the year.
2. Approval of the minutes of the March 14, 2016 regular meeting of the City Council.
3. Consideration: Resolution declaring certain property surplus and authorizing its sale at public Internet auction.
4. Consideration: Resolution authorizing the execution of a contract between the City and Jefferson County Commission for the City's rental of voting machines and related equipment and other election services with respect to the August 23, 2016 municipal election.
5. Consideration: Resolution authorizing the execution of an agreement with the Birmingham-Jefferson County Transit Authority (MAX) for their provision of public transportation services in the City for fiscal year ending September 30, 2017.
6. Consideration: Resolution authorizing the execution of an agreement for utility between the City and Alabama Department of Transportation in conjunction with Project CMAQ-NR13(908), a utility project for sidewalks along Brookwood Road, Crosshill Road and Oakdale Drive, Phase 9, (Project Reference No. 100065353).
7. Consideration: Ordinance re-establishing voting districts and assigning polling locations within the corporate limits of the City of Mountain Brook with respect to the 2016 [and future] municipal general, special, and run-off elections.
8. Announcement: The next regular meeting of the City Council is April 11, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.
9. Comments from residents.
10. Adjourn.

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
MARCH 14, 2015**

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The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 14th day of March, 2016. The Council President called the meeting to order and the roll was called with the following results:

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

Absent: None

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

**1. AGENDA**

1. Updates on contracts with Sain Associates—Sam Gaston
  - a. Roundabout Project (Appendix 1)
  - b. Phase 9 Sidewalks (Appendix 2)
  - c. Phase 5b Sidewalks (Appendix 3)
2. Public assembly ordinance and permit amendments—Whit Colvin (Motion No. 2016-035 was added to the formal meeting agenda requesting that this matter be considered by the Planning Commission.)
3. Additional tree in sidewalk for English Village—Sally Legg (Motion No. 2016-036 was added to the formal meeting agenda. Prior to proceeding with the installation, the affected merchant will be contacted to verify they have no objections to the proposed tree and Ms. Legg will contact the contractor to see if any warranty on the tree can be secured.)
4. Paving list for fiscal year 2016—Ronnie Vaughn (Motion No. 2016-033 was added to the formal meeting agenda.)
5. Furnace Branch flooding review—William Thomas from Walter Schoel (Resolution No. 2016-032 was added to the formal meeting agenda.) — Appendix 4.
6. Ethernet and Internet facilities upgrades at Fire Station No. 2—Steven Boone (Motion No. 2016-034 was added to the formal meeting agenda.)

**2. EXECUTIVE SESSION**

There being no further business to come before the City Council, it was moved by Council President Pro Tempore Pritchard that the City Council convene in executive session to discuss a real estate matter and another involving pending litigation. The motion was seconded by Council member Womack. The City Attorney certified that the subjects of the executive session are allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays:           None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in the Council Chamber.

### **3.       CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on March 14, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said meeting.

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City Clerk

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
MARCH 14, 2016**

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The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 14th day of March, 2016. The Council President called the meeting to order and the roll was called with the following results:

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

**Absent:** None

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

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

**1. RECOGNITION OF GUESTS**

Council President Smith recognized two Boy Scouts (Drew Elliott and George Holcomb) from Troop 28 in attendance for their Communications merit badge requirements.

**2. CONSENT AGENDA**

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

Approval of the minutes of the February 22, 2016 regular meeting of the City Council.

<b>2016-026</b>	Recommend to the ABC Board the issuance of an 050 – Retail Beer (Off Premises Only) and an 070 – Retail Table Wine (Off Premises Only) licenses to Crestline Piggly Wiggly, LLC	Exhibit 1, Appendix 1
<b>2016-027</b>	Authorize the installation of a street light at the back of the parcel addressed 2817 Shook Hill Road [across from the entrance to the Lockerbie subdivision]	Exhibit 2, Appendix 2
<b>2016-028</b>	Authorize the execution of a memorandum of understanding between the City and Jefferson County with respect to [future] storm debris removal	Exhibit 3, Appendix 3
<b>2016-029</b>	Authorize the execution of the 2014 Jefferson County hazard mitigation plan	Exhibit 4, Appendix 4
<b>2016-030</b>	Authorize the execution of a contract between the City and Bearden Services, LLC to demolish the house owned by Mr. and Mrs. William D. Rowe located at 2324 Cahaba Road (01-CV-2015-901808.00)	Exhibit 5, Appendix 5

<b>2016-031</b>	Resolution expressing the City Council's opposition to HB375 and companion SB335 which prohibit a governing body of a municipality from entering into a contract with a private auditing or collecting firm as such legislation will most likely adversely affect all Alabama cities' ability to effectively and efficiently administer its tax, license, and permit ordinances and regulations	Exhibit 6, Appendix 6
<b>2016-032</b>	Accept, and authorize the execution of, the professional services agreement between the City and Walter Schoel Engineering, Inc. with respect to its assessment of flooding along Furnace Branch	Exhibit 7, Appendix 7
<b>2016-033 Motion</b>	Approve the 2016 street resurfacing list	Appendix 8
<b>2016-034 Motion</b>	Authorize the City to engage Stone & Sons Electrical Contractors to upgrade, by way of boring, the copper communication facilities to fiber at the Locksley Fire Station (No. 2)	Appendix 9
<b>2016-035 Motion</b>	Request that the Planning Commission conduct a public hearing to consider amending the zoning code of the City with respect to proposed changes to the public assembly permitting regulations and application	Appendix 10
<b>2016-036 Motion</b>	Approve, subject to verification that affected merchants do not object, the installation by Blackjack Horticulture of a Nuttall Oak tree in the public right-of-way in English Village in consideration of \$3,456.62 (estimated)	Appendix 11

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

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

Nays: None

Council President Smith thereupon declared that said Council minutes, and resolutions (Nos. 2016-026 through 2016-032) and motions (Nos. 2016-033 through 2016-036) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

### **3. ANNOUNCEMENTS REGARDING THE NEXT REGULAR MEETING OF THE CITY COUNCIL**

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, March 28, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

#### 4. ADJOURNMENT

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

#### 5. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A108) on March 14, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that a quorum was present.

\_\_\_\_\_  
City Clerk

#### EXHIBIT 1

#### RESOLUTION NO. 2016-026

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 050 – Retail Beer (Off Premises Only) License and a 070 – Retail Table Wine (Off Premises Only) License to Crestline Piggly Wiggly, LLC (trade name Crestline Piggly Wiggly) located at 41 Church Street, Mountain Brook, AL 35213.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby instructed to forward a copy of this resolution to the State of Alabama, Alcoholic Beverage Control Board.

#### APPENDIX 1

#### EXHIBIT 2

#### RESOLUTION NO. 2016-027

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

- (a) That the Alabama Power Company be requested to install one (1) 150 W HPS Cobra street light with 20 foot arm are on an existing pole on Overton Road across street from Lockerbie subdivision.
- (b) That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

#### APPENDIX 2

#### EXHIBIT 3

#### RESOLUTION NO. 2016-028

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the City Council hereby authorizes the execution of the Memorandum of Understanding (MOU) Between the Jefferson County Commission and the City of Mountain Brook, Alabama Regarding Debris Removal and Monitoring Services, in the form as attached here to as Exhibit A.

**RESOLUTION NO. 2016-037**

**WHEREAS**, the City of Mountain Brook, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

**WHEREAS**, Section 11-43-56 of the Alabama Code of 1975 authorizes the municipal governing body to dispose of unneeded personal property.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Brook, as follows: It is hereby declares that the following property owned by the City of Mountain Brook, Alabama is not needed for public or municipal purposes and is hereby declared surplus property:

<b>Item</b>	<b>Asset</b>	<b>Description</b>	<b>Notes</b>
1.00		<b>Stihl Blowers</b>	Public Works
1.01		BR 550 #271666093	
1.02		BR 500 #283746989	
1.03		BR550	
1.04		BR420C	
1.05		PB-260L	
1.06		BR-420	
1.07		BR-420 #ST8645	
1.08		BR-340 #251489327	
1.09		BG-55 #282808929	
1.10		BG-55 #279346934	
1.11		BR-550 #275204460	
1.12		BR420C #251486825	
2.00		<b>Stihl Weed Eaters</b>	Public Works
2.01		FS250R #289549894	
2.02		FS250R #281795793	
2.03		FS250R #289549896	
2.04		FS250R #	
2.05		FS250R #2655698	
2.06		FS250R #289549898	
2.07		FS250R #289549897	
2.08		FS250R #1191	
2.09		FS250R #	
2.10		FS250R #28179580	
2.11		FS250R #271856974	
2.12		FS250R #256935149	
2.13		FS250R #	
2.14		FS250R #257041807	
2.15		FS250R #271855966	
2.16		FS250R #28989317	
2.17		FS250R #290102448	
2.18		FS250R #289893319	

<b>Item</b>	<b>Asset</b>	<b>Description</b>	<b>Notes</b>
3.00		<b>Stihl Pole Trimmers</b>	
3.01		HL100 #290332339	
3.02		HL100 #280169257	
3.03		HL100 #292438103	
3.04		HL100 #286638971	
3.05		HL100 #287152335	
3.06		HL100 #289738465	
3.07		HL100 #282195356	
3.08		HL100 #290332344	
3.09		HL100 #285408167	
3.10		HL100 #276050140	
3.11		HL100 #276050564	
3.12		HS80 #263138764	
3.13		HS81T #268551781	
4.00		<b>Stihl Concrete Saws</b>	Public Works
4.01		TS460	
4.02		TS460	
4.03		TS800	
4.04		TS760	
5.00		<b>Husqvarna Chainsaws</b>	Public Works
5.01		450 #7HVXS.0505AA	
5.02		450 # HQ1534	
5.03		372XP #4HVXS.0715AA	
5.04		575XP #4HXS.0715AA	
5.05		455 RANCHER BHVXS.0525EA	
5.06		353 #4HVXS.0525EA	
5.07		288XP #HQ1915	
5.08		K950 #07 3900001	
6.00		<b>Poulan Chainsaws</b>	
6.01		655 #95003H	
6.02		655 #95158H04539	
6.03		655 #P01818	
7.00		<b>Stihl Polesaw</b>	
7.01		HT101 #276206046	
8.00		<b>Pressure Washer</b>	Public Works
8.01		Aqua stripper, Model 11300HE	
9.00		<b>Honda Pushmower #mzcg6635220</b>	
9.01		<b>Husqvarna 3 in 1 327LD #132600178</b>	
10.00		<b>Billy Goat Vac #90605064</b>	
12.00		<b>9 husqvarna chainsaws, parts missing,</b> different sizes used for parts	Public Works
13.00		<b>3 stihl blowers, parts missing</b>	
14.00		<b>3 pallets of 3 bulb fluorescent lights left</b>	

<b>Item</b>	<b>Asset</b>	<b>Description</b>	<b>Notes</b>
		from PW building construction (57) lights	
15.00		<b>2 stihl rescue saws</b> , parts missing	
16.00		<b>5 newspaper\ magazine stands</b>	
16.01		4 ea. 3 bay wide, 2 tall	
16.02		1 ea. 2 bay wide, 2 tall	
17.00	Asset ID 13039	2004 Sterlin L 7500 sewer truck (VIN 2FZAATDC04AM62546)	P. O. 6543

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Manager is hereby authorized and directed to sell said property (items 1.00 through 16.02 above) by way of public Internet auction to the highest bidder and to otherwise dispose of such property that does not sell at said public auction.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Manager is hereby authorized to trade the sewer truck (item 17.00 above) in consideration of \$45,000 trade allowance in conjunction with the City’s purchase of a 2016 Kenworth/Vactor 2103 sewer combination unit (re: P. O. 6543).

**ADOPTED:** This 28th day of March, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 28th day of March, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 28, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2016-038**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to enter into a contract, in the form as attached hereto as Exhibit A, with the Jefferson County Commission for election services in conjunction with the City's August 23, 2016 general municipal election and October 4, 2016 run-off election, if necessary.

**ADOPTED:** This 28th day of March, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 28th day of March, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on March 28, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Steven Boone, City Clerk



## MUNICIPAL ELECTION SERVICES AGREEMENT

**THIS AGREEMENT** entered into this March 28, 2016, by and between Jefferson County Commission, political subdivision of the State of Alabama (hereinafter called "the County"), and the City of Mountain Brook, (hereinafter called "the City").

**WHEREAS**, the City's Municipal election will occur on August 23, 2016, and, if required, a runoff election will occur on October 4, 2016; and

**WHEREAS**, the City desires to purchase certain election services from the County.

**NOW, THEREFORE IN CONSIDERATION OF THE ABOVE AND THE BELOW**, the parties hereto do mutually agree as follows:

**SCOPE OF SERVICES;** The Scope of this agreement is for County's General Services Department-Elections Division to provide election services for the above specified election which may include requested equipment and services as follows; ES&S DS-200 ballot tabulators, ES&S AUTOMARKS (voter assist terminals, for handicap voters), electronic ePollbooks (laptops for Election Day voter registration verification), voter privacy booths, tables, chairs, exterior "vote here" signage. Election services also includes ballot design and layout, equipment coding, assistance with equipment logic and accuracy testing, ePollbook data downloads, equipment delivery/pickup and Election Day support for the provided equipment. City is responsible for ballot proofing accuracy and authorization.

**EXCLUSIONS;** Ballot printing services and Election Day supplies are not included in this agreement. City shall make separate provisions for ballot printing and Election Day supplies.

**MUNICIPAL ELECTIONS;** The specified elections equipment may be used to conduct Municipal elections for cities which lie within the legal jurisdiction of Jefferson County Alabama

**EQUIPMENT;** The County agrees to provide the following equipment for the above listed Municipal Election;

DS200 Tabulators	450.00	each	7	\$3,150.00
AUTOMARKS	450.00	each	6	2,700.00
Equipment Delivery	220.00	per precinct	6	1,320.00
ePollbook Laptops	100.00	each	6	600.00
Voter List - Posting/Pub	11.00	per 1000 Names*	15	165.00
Voter List - CD	11.00	per 1000 Names* + \$45	15	210.00
Tables (MBE 2, All Others 4)	0.00	each	22	0.00
Chairs	0.00	each	0	0.00
Privacy Booths	0.00	each	12	0.00
"Vote Here" Signage	0.00	each	6	0.00
Table top sign-INTAB	0.00	each	6	0.00
* Rounded up			<b>GRAND TOTAL</b>	<b>\$8,145.00</b>

**DELIVERY AND PICKUP OF EQUIPMENT;** County has entered into a third party contractual agreement for delivery/pickup services of election equipment. The City clerk shall be responsible for coordination with the precinct's site contact person for the equipment deliveries/pickups.\*\*

**\*\*In addition to the delivery base rate listed above, the County will be reimbursed by the City an additional \$175.00 per each site for redelivery if the equipment cannot be delivered on the scheduled delivery date and time due to the fault of the City.**



STATE OF ALABAMA

JEFFERSON COUNTY



**ATTACHMENT A**

**RUNOFF ELECTION REQUEST FORM**

In the event that the City has a runoff election and the City requests election services from the County, the City Clerk shall contact the Jefferson County Chief of Elections at the address/phone listed below and coordinate submission of the requested equipment and services;

Jefferson County General Services Department  
Election Division, Chief of Elections- Room1  
716 Richard Arrington Jr. Blvd N  
Birmingham, Alabama 35203  
Phone 205-849-2391

City; Mountain Brook

Date of the Runoff election; October 4, 2016

**Equipment Selection**

DS200 Tabulators	450.00	each	7	\$3,150.00
AUTOMARKS	450.00	each	6	2,700.00
Equipment Delivery	220.00	per precinct	6	1,320.00
ePollbook Laptops	100.00	each	6	600.00
Voter List - Posting/Pub	11.00	per 1000 Names*	15	165.00
Voter List - CD	11.00	per 1000 Names* + \$45	15	210.00
Tables	0.00	each	22	0.00
Chairs	0.00	each	0	0.00
Privacy Booths	0.00	each	12	0.00
"Vote Here" Signage	0.00	each	6	0.00
Table top sign-INTAB	0.00	each	6	0.00
* Rounded up			<b>GRAND TOTAL</b>	<b>\$8,145.00</b>

***\*City shall include payment for services with this attachment in order for the services to be provided by the County.***

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Signature, City Clerk

\_\_\_\_\_  
Date

**RESOLUTION NO. 2016-039**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution the Birmingham-Jefferson County Transit Authority (MAX) fiscal 2017 Transit Service Agreement, in the form as attached hereto as Exhibit A.

**ADOPTED:** This 28th day of March, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 28th day of March, 2016.

\_\_\_\_\_  
Mayor

**CERTIFICATION**

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its meeting held on March 28, 2016, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
City Clerk

Interim Executive Director  
Barbara Murdock



Board Chairperson  
Dr. Patrick L. Sellers

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
2121 Reverend Abraham Woods Jr. Blvd. ♦ Suite 500 ♦ Post Office Box 10212  
Birmingham, Alabama 35202-0212  
Phone (205) 521-0161 ♦ Fax (205) 252-7633 ♦ www.bjcta.org

March 8, 2016

The Honorable Lawrence Terry Oden, Mayor  
City of Mountain Brook  
56 Church Street  
Mountain Brook, AL 35213

Dear Mayor Oden:

**RE: Fiscal Year 2017 Service Hours**

This letter is to ensure that the Birmingham-Jefferson County Transit Authority (AKA-MAX Transit) and your municipality are in compliance with its legislative mandate. In accordance with Act No 2013-380, Section 26 of the Alabama Legislature, which reads:

“On or prior to the beginning of the seventh month before the start of each fiscal year, the principal municipality and each municipality located in the authorizing county which desires to be served by the authority during the forthcoming fiscal year shall file a written request with the authority for the service, which request shall set forth the routes and frequency of service requested.”

The Birmingham-Jefferson County Transit Authority is requesting your written submission for the level of transit services, you would like MAX Transit to provide during fiscal year 2017. Fiscal Year 2017 begins October 1, 2016, through September 30, 2017.

In Fiscal Year 2016, your service hours are 1,661.30. We are attaching the routes that currently serve your municipality. Our planning staff will be contacting you, regarding a meeting to discuss current and proposed transit services.

Please advise us, in writing, of your request for fiscal year 2017 no later than April 8, 2016, even if your transit services levels will remain the same.

Please do not hesitate to contact me of any further questions and/or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Barbara Murdock'.

Ms. Barbara Murdock  
Interim Executive Director

CC: Chairman Patrick Sellers (Jefferson County MAX Board Representative)

Enclosures: Mountain Brook Routes

WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	5th Ave N & 19th St N	Highland Ave & 26th St	Church & Euclid	Overcrest & Cherokee	Stoneridge & Overton
7:53	7:56	8:11	8:21	8:41	9:05

WEEKDAY INBOUND					
F	E	G	D	C	A
Stoneridge & Overton	Overcrest & Cherokee	Euclid & Montevallo	Church & Euclid	Highland Ave & 26th St	Central Station
2:40	2:56	3:08	3:12	3:23	3:30

PM times are in **bold**.

### How to read this Bus Schedule

- ⇒ To follow a bus trip you read across the page, left to right.
- ⇒ Times are given at certain points along the bus route called time points.
- ⇒ If your departure or arrival point is between one of the time points, estimate the time the bus will be at your stop.
- ⇒ Depending on which direction you wish to travel, find that time point under **Inbound** or **Outbound**. Inbound means the bus is traveling to downtown Birmingham. Outbound means the bus is traveling away from downtown.
- ⇒ When dash lines appear under a time point, it means the bus will not stop on that particular trip.
- ⇒ Be at the bus stop a few minutes early to allow for errors in estimating.

All times listed may vary with weather and traffic conditions.

MAX will not provide service on the following holidays:

New Year's Day  
4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day

MAX will operate the "Saturday" schedule on the following days:

Martin Luther King, Jr. Day  
Memorial Day  
Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101  
Information Hours: 6:00 am – 9:00 pm, Monday-Saturday  
Lobby Hours: 6:00 am – 9:00 pm, Monday-Saturday



# 50 HERMITAGE

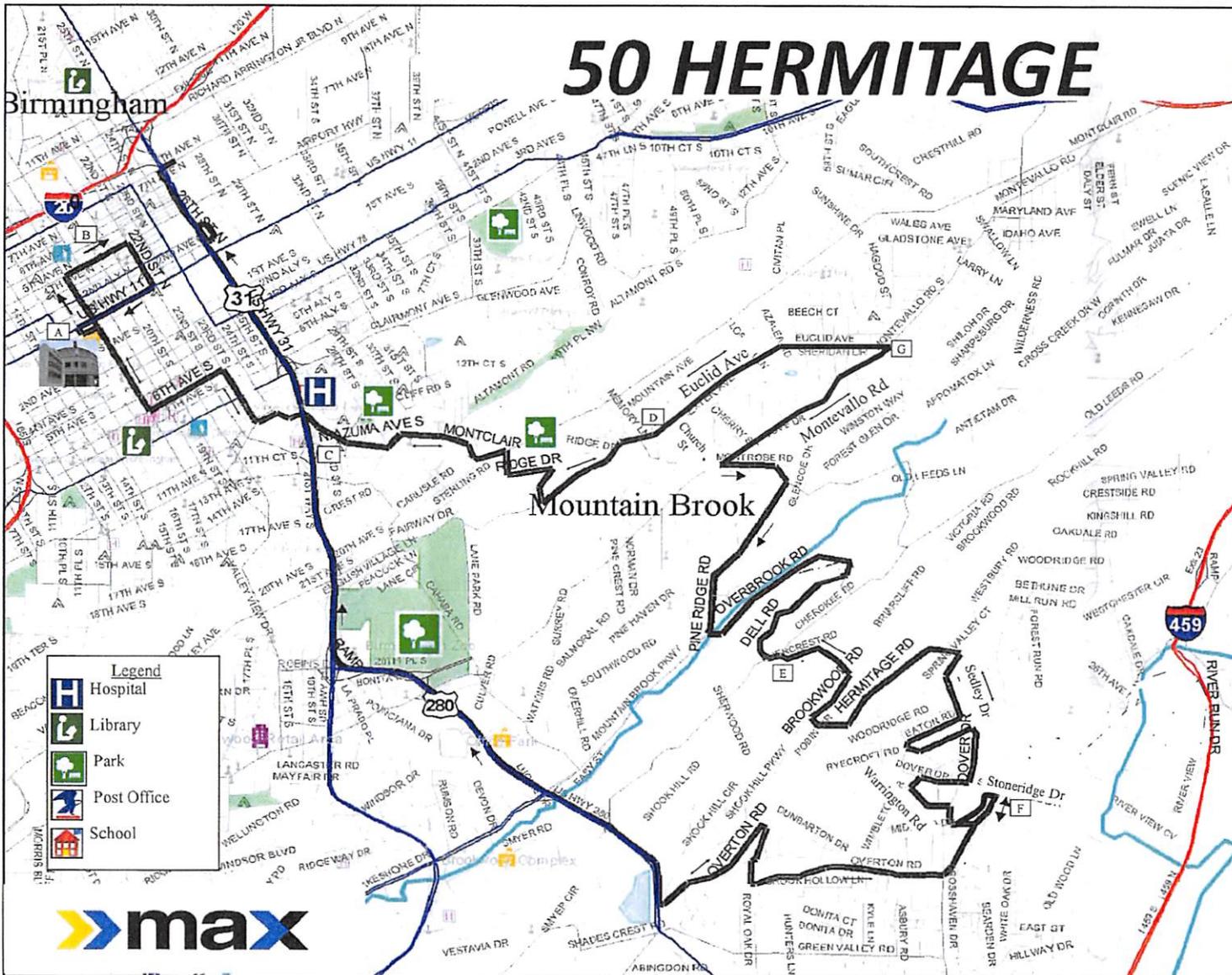
Effective February 1, 2015

### Locations Served:

Downtown Birmingham  
UAB  
Kirclin Clinic  
Erskine Ramsey Park  
Downtown Mountain Brook  
Publix  
Hwy 280

FOR INFORMATION CALL: 521-0101  
OR VISIT OUR WEBSITE [www.bjcta.org](http://www.bjcta.org)

# 50 HERMITAGE



## FARES & PASSES

Drivers do not carry change.  
Please have exact fare or a pass.

Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades (w/ ID card)	.80
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
U-Pass Monthly (College Students with ID)	36.00

**\*Senior citizens that are 62+, persons with disabilities,  
and Medicare card holders ride for half fare\***

Please observe these regulations while on the bus:

- ◆ Please let others exit before boarding.
- ◆ Front seats are reserved for the elderly & disabled.
- ◆ Never extend arms or other objects out of window.
- ◆ Use handrails and remain seated while the bus is in motion.
- ◆ Eating and smoking are not allowed.
- ◆ Radios with listening devices (earplugs, headphones) are allowed.
- ◆ Foul, obscene language and disruptive behavior will not be tolerated.

WEEKDAY OUTBOUND					
A	B	C	D	E	F
Central Station	5th Ave N & 19th St N	Highland Ave & 26th St	Church & Euclid	Old Leads Ln & Stoneriver	Belle Meade & Rockhill
8:05	8:08	8:15	8:20	8:30	8:55

WEEKDAY INBOUND					
G	H	E	D	C	A
Brookwood & Westbury	Grosshill Rd & Rockhill Rd	Old Leads Ln & Stoneriver	Church & Euclid	Highland Ave & 26th St	Central Station
2:48	2:51	3:00	3:23	3:30	3:46

PM times are in bold.

### How to read this Bus Schedule

- ⇒ To follow a bus trip you read across the page, left to right.
- ⇒ Times are given at certain points along the bus route called time points.
- ⇒ If your departure or arrival point is between one of the time points, estimate the time the bus will be at your stop.
- ⇒ Depending on which direction you wish to travel, find that time point under **Inbound** or **Outbound**. Inbound means the bus is traveling to downtown Birmingham. Outbound means the bus is traveling away from downtown.
- ⇒ When dash lines appear under a time point, it means the bus will not stop on that particular trip.
- ⇒ Be at the bus stop a few minutes early to allow for errors in estimating.

All times listed may vary with weather and traffic conditions.

MAX will not provide service on the following holidays:

New Year's Day  
4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day

MAX will operate the "Saturday" schedule on the following days:

Martin Luther King, Jr. Day  
Memorial Day  
Veteran's Day

PUBLIC INFORMATION DEPARTMENT (205) 521-0101  
Information Hours: 6:00 am – 9:00 pm, Monday-Saturday  
Lobby Hours: 6:00 am – 9:00 pm, Monday-Saturday



# 50 CHEROKEE BEND

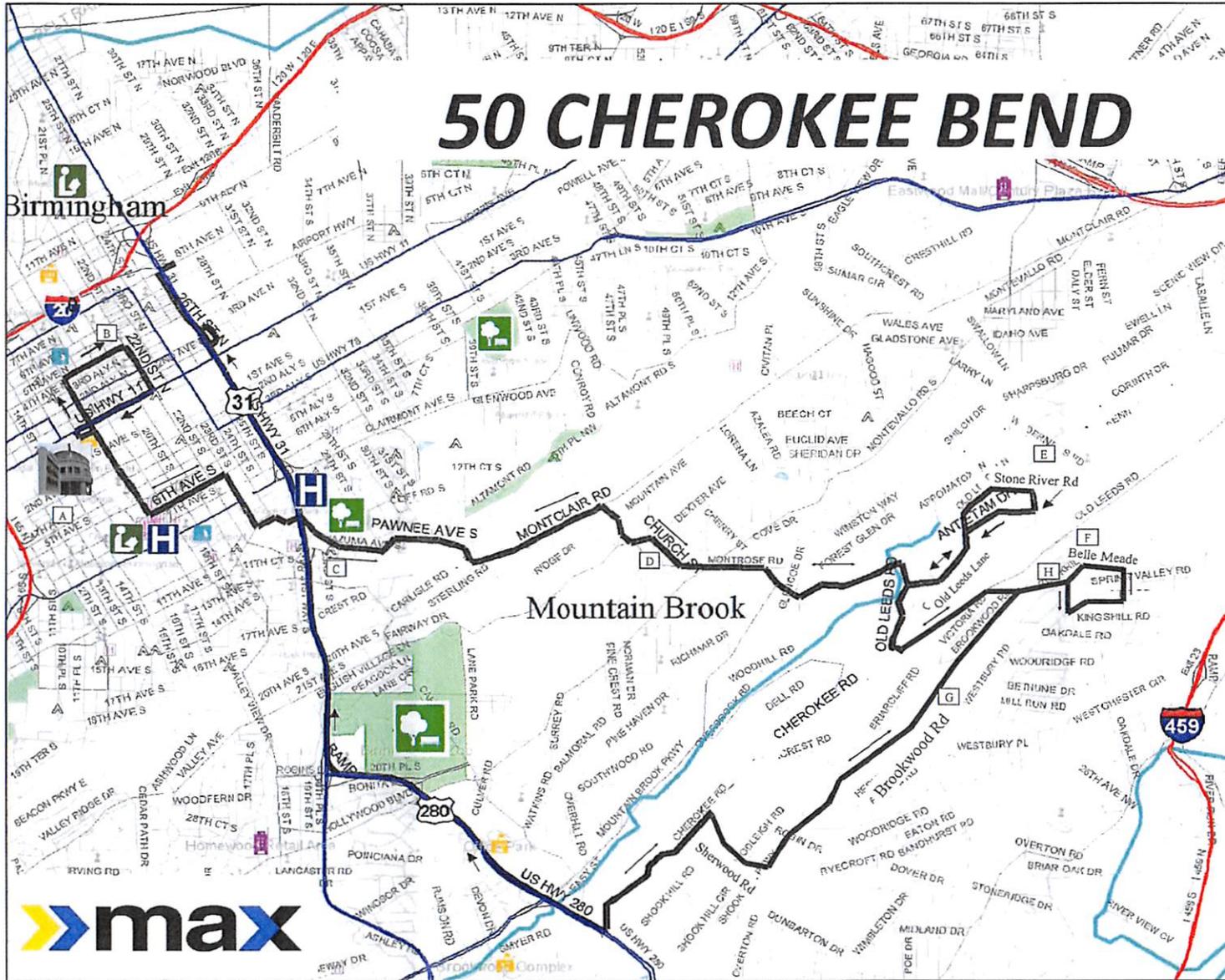
Effective February 1, 2015

### Locations Served:

Downtown Birmingham  
UAB  
Kirklin Clinic  
Downtown Mountain Brook  
Mtn. Brook Country Club  
Hwy 280

FOR INFORMATION CALL: 521-0101  
OR VISIT OUR WEBSITE [www.bjcta.org](http://www.bjcta.org)

# 50 CHEROKEE BEND



## FARES & PASSES

Drivers do not carry change.  
Please have exact fare or a pass.

Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
Student 1st through 12th grades (w/ ID card)	.80
Adult Monthly Pass	44.00
Student Monthly Pass (Sept-May)	25.00
Student Monthly Summer Pass (June-Aug)	12.00
Access Pass Monthly (Medicare or Seniors 62 or Older)	21.00
U-Pass Monthly (College Students with ID)	36.00

\*Senior citizens that are 62+, persons with disabilities,  
and Medicare card holders ride for half fare\*

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- ◆ Eating and smoking are not allowed.
- ◆ Radios with listening devices (earplugs, headphones) are allowed.
- ◆ Foul, obscene language and disruptive behavior will not be tolerated.

WEEKDAY OUTBOUND							
A	B	C	D	E	F	G	H
Central Station	5th Ave N & 19th St	English Village	Mtn. Brook Cahaba & Montevallo	Overhill & Canterbury	Overton & Locksley	Caldwell Mill Road	Overton & Hwy 280
8:07	8:10	8:31	8:34	8:38	8:55	9:06	9:16

WEEKDAY INBOUND								
A	B	G	I	F	E	D	C	A
Central Station	5th Ave N & 19th St	Caldwell Mill Road	Green Valley & Royal Oaks	Overton & Locksley	Overhill & Canterbury	Mtn. Brook Cahaba & Montevallo	English Village	Central Station
2:27	2:30	2:50	2:54	3:02	3:17	3:22	3:25	3:57

PM times are in **bold**.

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4th of July  
Labor Day  
Thanksgiving Day  
Christmas Day

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Veteran's Day

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Information Hours: 6:00 am – 9:00 pm, Monday-Saturday  
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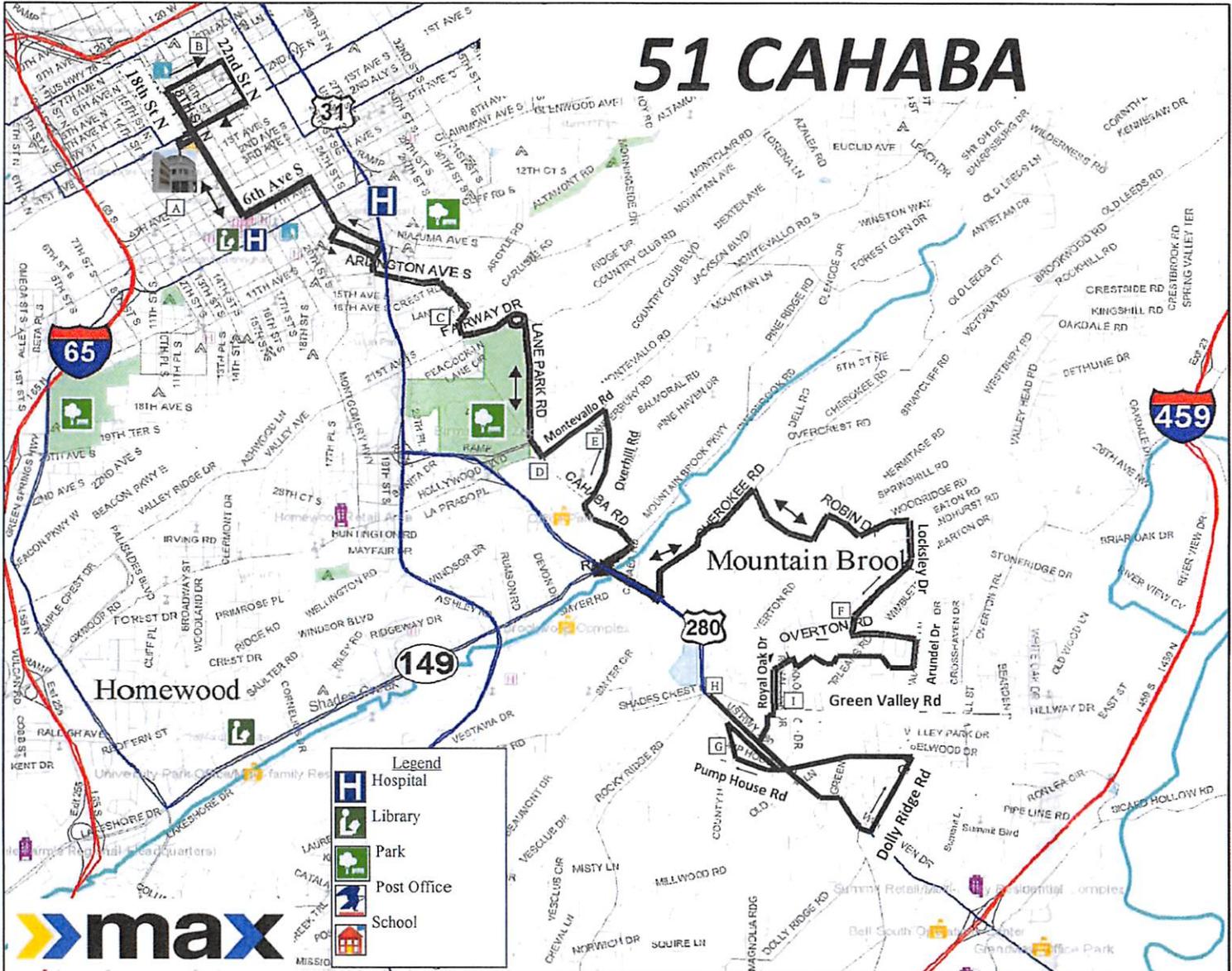
# 51 CAHABA

Effective February 1, 2015

### Locations Served:

Downtown Birmingham  
UAB  
Kirklin Clinic  
Birmingham Botanical Gardens  
Birmingham Zoo  
Downtown Mtn. Brook  
Whole Foods Market  
Hwy 280  
English Village

FOR INFORMATION CALL: 521-0101  
OR VISIT OUR WEBSITE [www.bjcta.org](http://www.bjcta.org)



# 51 CAHABA

## FARES & PASSES

Drivers do not carry change.  
Please have exact fare or a pass.

Adult (one way)	1.25
Children 0-5	FREE
Children 6-11	.80
Seniors 62 and over and valid Medicare card holders	.60
DART Service	.25
DART Service (Seniors)	.10
All Day Pass	3.00
Two Hour Pass	1.50
Half Fare Pass (Seniors, students, disabled)	1.50
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- ◆ Foul, obscene language and disruptive behavior will not be tolerated.

# 42 HOLLYWOOD-BROOKWOOD

## 43 Zoo

Effective: JANUARY 2016

### WEEKDAY

OUTBOUND										INBOUND						
Time Out	Run No	Central Station	Birmingham Zoo - Botanical Gardens	Western Super-market		Central Station	11th Ave So & 20th St	28th Ave & 18th St Home-wood	Brookwo od Mall Apple-bee's	Arrive Brookwo od Hospital	Leave Brookwo od Hospital	Brookwo od Mall Apple-bee's	28th Ave & 18th St Home-wood	11th Ave So & 20th St	Central Station	Time In
545	4201	—	—	—		—	—	—	—	—	600	610	617	627	642	
605	4202	—	—	—		#615	630	640	647	657	700	710	717	727	742	
	4301	645	705	715		735	750	800	807	817	820	830	837	847	902	
	4302	745	805	815		835	850	900	907	917	920	930	937	947	1002	
	4301	905	925	935		955	1010	1020	1027	1037	1040	1050	1057	1107	1122	
	4302	1005	1025	1035		1055	1110	1120	1127	1137	1140	1150	1157	1207	1222	REL
	4311	1125	1145	1155		1215	1230	1240	1247	1257	100	110	117	127	142	REL
	4312	1225	1245	1255		115	130	140	147	157	200	210	217	227	242	
	4311	145	205	215		235	250	300	307	317	320	330	337	347	402	
	4312	245	305	315		335	350	400	407	417	420	430	437	447	502	
	4311	405	425	435		455	510	520	527	537	540	550	557	607	622	
	4312	505	525	535		555	610	620	627	637	640	650	657	707	722	732
	4311	625	645	655		715	730	740	747	757	—	—	—	—	—	812

#—Operate Homewood High School

**NO SATURDAY SCHEDULE**



Robert Bentley  
GOVERNOR

# ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION  
100 CORPORATE PARKWAY  
SUITE 450  
HOOVER, AL 35242  
P.O. BOX 382348  
BIRMINGHAM, AL 35238-2348  
TELEPHONE: (205) 327-4962

March 1, 2016



John R. Cooper  
TRANSPORTATION DIRECTOR

The Honorable Lawrence T. Oden  
Mayor, City of Mountain Brook  
P.O. Box 130009  
Mountain Brook, Alabama 35213

RE: Jefferson County  
Project No. CMAQ-NR13(908)  
[Proj. Ref. No. 100065353]  
A utility project for sidewalks along  
Brookwood Road, Crosshill Road and  
Oakdale Drive (Phase 9)

Dear Mayor Oden:

I have enclosed the original Utility Agreement between the State of Alabama and the City of Mountain Brook, Alabama for the above referenced project.

This agreement is submitted to the City for approval. After execution by the City Council, please return the original document, with original signatures and the City Seal affixed to this office for further handling. A certified resolution, which authorizes the Mayor to sign the agreement, affixed with the City Seal should also be included with the original agreement.

If I can supply you with any additional information or clarify any point contained herein, please feel free to contact me at your convenience.

Sincerely,

DeJarvis Leonard, P.E.  
East Central Region Engineer

by: \_\_\_\_\_

Lance Taylor, P.E.  
Asst. Region Engineer, Pre-Construction

LAT/trs

Attachment

C: Mrs. Sandra F. P. Bonner  
File w/att.

2016-040

**AGREEMENT  
FOR  
UTILITY**

**BETWEEN THE STATE OF ALABAMA  
AND  
THE CITY OF MOUNTAIN BROOK, ALABAMA**

**Project CMAQ-NR13(908)  
A utility project for sidewalks along Brookwood Road,  
Crosshill Road and Oakdale Drive (Phase 9)  
Jefferson County  
Project Reference Number: 100065353**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mountain Brook, Alabama, hereinafter referred to as CITY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Birmingham urbanized area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and the CITY desire to cooperate in a utility program for sidewalks along Brookwood Road, Crosshill Road and Oakdale Drive (Phase 9) in the City of Mountain Brook, Alabama.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- 1) This Agreement will cover utilities for the proposed project, all in accordance with plans approved by the STATE. The East Central Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the CITY.
- 2) The project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties is as follows:

	<u>Total Estimated Cost</u>	<u>Total Estimated Federal Funds</u>	<u>Total Estimated Local Funds</u>
Utilities	<u>\$242,400.00</u>	<u>\$193,920.00</u>	<u>\$48,480.00</u>
Total	<u>\$242,400.00</u>	<u>\$193,920.00</u>	<u>\$48,480.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share. It is expressly understood by both parties of this Agreement that all Federal funds will be Congestion Management Air Quality (CMAQ) program funds, attributable to the Birmingham Area.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- 4) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the CITY.
- 5) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work.
- 6) The CITY will coordinate required adjustment to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under state law will be considered as part of the project cost and will be paid as provided herein, with the CITY paying its proportional share. The STATE will not be liable for utility expenses which are not eligible for STATE reimbursement under state law.
- 7) The CITY may invoice the STATE not more than once per month for funds due for work performed under this agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid. The invoice will be notarized. All invoices will be approved by the STATE.
- 8) Invoices for any work performed by the CITY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- 9) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the CITY.
- 10) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of work for which reimbursement is requested.

- 11) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the improvements which are not part of the Alabama Highway Maintenance System.
- 12) The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- 13) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 14) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- 15) The STATE will assist the CITY, if necessary, in any public involvement actions that may be required.
- 16) Each party will provide without cost to the other, information available from its records that will facility the performance of the work.
- 17) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.
- 18) By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

- 19) Retention of Records: The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- 20) Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement between the CITY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.
- 21) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- 22) Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 23) 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.
- 24) Exhibits M and N are hereby attached to and made a part of this Agreement.
- 25) 7/24<sup>th</sup> Law: Nothing shall be construed under the terms of this Agreement by the CITY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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

1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Project CMAQ-NR13(908), Project Reference Number 100065353, a utility project for sidewalks along Brookwood Road, Crosshill Road and Oakdale Drive (Phase 9) in the City of Mountain Brook, Alabama; which Agreement is before this Council;

2. That the Agreement be executed in the name of the City, by its Mayor, for and in its behalf and that it be attested by the City Clerk and the seal of the City affixed thereto;

BE IT FURTHER RESOLVED that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted and approved this 28th day of March, 2016.

ATTESTED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

I, the undersigned qualified and acting City Clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 28th day of March, 2016 and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 28th day of March, 2016.

\_\_\_\_\_  
City Clerk



IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

THE CITY OF MOUNTAIN BROOK, ALABAMA

BY: \_\_\_\_\_  
City Clerk (Signature)

BY: \_\_\_\_\_  
Mayor (Signature)

Steven Boone  
\_\_\_\_\_  
Type name of City Clerk

Lawrence T. Oden  
\_\_\_\_\_  
Type name of Mayor

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT.

BY: \_\_\_\_\_  
Jim R. Ippolito, Jr.  
Chief Counsel  
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
DeJarvis Leonard, P.E.  
East Central Region Engineer

\_\_\_\_\_  
Robert J. Jilla  
Multimodal Transportation Engineer

\_\_\_\_\_  
Don T. Arkle, P.E.  
Chief Engineer

STATE OF ALABAMA  
ACTING BY AND THROUGH THE  
ALABAMA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Robert Bentley  
Governor, State of Alabama

CONSULTANT 3/19/90  
REVISED 7/18/90  
REVISED 6/16/11

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONSULTANT 2/15/95  
REVISED 5/30/02  
REVISED 6/16/11

EXHIBIT N

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to consider using appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**ORDINANCE NO. 1950**

**AN ORDINANCE RE-AFFIRMING VOTING DISTRICTS  
PREVIOUSLY ESTABLISHED UPON THE ADOPTION OF ORDINANCE NO. 1624,  
ASSIGNING POLLING LOCATIONS, AND PERMANENTLY RELOCATING ONE POLLING  
LOCATION WITHIN THE CORPORATE LIMITS OF THE CITY OF MOUNTAIN BROOK  
FOR CONVENIENCE AND SAFETY CONSIDERATIONS WITH RESPECT TO  
ALL MUNICIPAL (GENERAL, RUN-OFF, AND SPECIAL) ELECTIONS  
EFFECTIVE AUGUST 23, 2016**

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

**Section 1. Establishment of Polling Districts and Assignment of Polling Locations.** The City shall be divided into six (6) polling districts as illustrated in the attached Exhibit A and the polling locations of each for the polling districts shall be as follows:

<b>Polling District</b>	<b>No.</b>	<b>Polling Location</b>	
	1	St. Luke's Episcopal Church (Precinct 46, Box 8) 3736 Montrose Road Mountain Brook, AL 35213	(No Change)
	2	Mountain Brook City Hall (Precinct 46, Box 9) 56 Church Street Mountain Brook, AL 35213	(No Change)
	3	Brookwood Baptist Church (Precinct 48, Box 6) 3449 Overton Road Mountain Brook, AL 35223	(No Change)
	4	Mountain Brook Community Church (Precinct 48, Box 4) (Formerly Mountain 3001 U. S. Highway 280 Mountain Brook, AL 35243 [smart phone mapping location] 4428 Cahaba River Road Birmingham, AL 35243	Brook Fire Station No. 2 located at 3785 Locksley Drive, 35223)
	5	Mountain Brook Elementary School (Precinct 46, Box 7)(No Change) 3020 Cambridge Road Mountain Brook, AL 35223	
	6	Cherokee Bend Elementary School (Precinct 45, Box 2) (No Change) 4400 Fair Oaks Drive Mountain Brook, AL 35223	

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

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

**Section 4. Effective Date.** This ordinance shall become effective upon adoption and publication as provided by law and shall commence with the August 23, 2016 general municipal election and all future municipal elections thereafter.

**ADOPTED:** This 28th day of March, 2016.

\_\_\_\_\_  
Council President

**APPROVED:** This 28th day of March, 2016.

\_\_\_\_\_  
Mayor

### CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on March 28, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on March 29, 2016, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street  
Gilchrist Pharmacy, 2850 Cahaba Road  
Overton Park, 3020 Overton Road

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City Clerk

