MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL

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

JUNE 13, 2016, 7:00 P.M.

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1. Approval of the minutes of the May 23, 2016 regular meeting of the City Council.

2. Consideration: Resolution recommending to the ABC Board the issuance of an 040 – Retail Beer (On or Off Premises Only) and an 060 – Retail Table Wine (On or Off Premises Only) licenses to Crestline Piggly Wiggly, LLC.

3. Consideration: Resolution declaring a 2008 Dodge Dakota SLT truck (VIN 1D7HW48N38S638743) surplus and ratifying its sale for fair value [car was totaled by insurance carrier as a result of a fire].

4. Consideration: Resolution reappointing Thomas George Luckie to the Mountain Brook Board of Education, to serve without compensation through May 31, 2021.

5. Consideration: Resolution setting a public hearing for July 11, 2016 at 7 p.m. to consider an ordinance amending Sec. 129-295 of the City Code regarding open houses, home tours, and special events in residential zoning districts.

6. Consideration: Resolution setting a public hearing for July 11, 2016 at 7 p.m. to consider an ordinance amending Articles I, X, XI, XII of the City Code regarding office uses and medical clinics.

7. Consideration: Resolution approving the lunchtime restaurant conditional use [lunch service] application for Biscuit Boy at 2708 Culver Road.

8. Consideration: Resolution appointing the City Clerk as Election Manager for the August 23, 2016 general municipal election and any related run-off election held thereafter.

9. Consideration: Resolution authorizing the execution of an agreement with Details Communications, Inc. for website design and development services for the Emmet O'Neal Library.

10. Consideration: Resolution authorizing the execution of a release agreement with Brookwood Baptist Church with respect to the May 3, 2016 private water main rupture caused by a defective [private] fire hydrant.

11. Consideration: Resolution approving the conditional [service] use application for Back-on-Track Chiropractic at 2031-B Cahaba Road, Mountain Brook [Local Business District].

12. Consideration: Resolution reaffirming Resolutions 2015-164 through 167 adopted on November 9, 2015 concerning the cost sharing agreement between the City, City of Birmingham, and Alabama Department of Transportation with respect to the roundabout improvements, ALDOT Project CMAQ-3715( ).

13. Consideration: Ordinance amending Article VI of the City Code with respect to the City's disability discrimination grievance procedure.

14. Announcement: The next regular meeting of the City Council is June 27, 2016, at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213.

15. Comments from residents.

16. Adjourn.

MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MAY 23, 2016

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 23rd day of May, 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

Absent: Lawrence T. Oden, Mayor

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

1. AGENDA

1. Contract with Sain and Associates for construction, engineering and inspection (CEI) services with respect to the Phase 5b sidewalk project. (Resolution No. 2016-063 was added to the formal meeting agenda.)

2. Bridge design/analysis for crossing over Shades Creek in Jemison Park-Billy Pritchard and William Thomas of Walter Schoel Engineering Company, Inc. (Resolution No. 2016-065 was added to the formal meeting agenda.)

3. No turn on red options for Highway 280 ramp at Cahaba Road in Mountain Brook Village-Richard Caudle of Sain Associates. (Appendix 1–This matter was tabled.)

4. Purchase of 0.17 acres from Rami Achdut for Cahaba River Walk-Whit Colvin. (Resolution No. 2016-066 was added to the formal meeting agenda.)

5. Discussion of medical office amendment to the Office Park Zoning District-Whit Colvin. (Motion No. 2016-067 was added to the formal meeting agenda.)

6. Review of the matters to be considered at the formal [7 p.m.] meeting.
   a. Appendix 2–The proposed resolution approving the conditional use (lunch operation) of Biscuit Boy at 2708 Culver Road was continued until the June 13, 2016 meeting at the request of the applicant.
   b. Appendix 3–The proposed resolution assessing the cost of the nuisance abatement for the property located at 2324 Cahaba Road was removed from the agenda as the property owners' remitted the requested reimbursement of $13,300 on Friday, May 20, 2016.

2. 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 May 23, 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.

_____
City Clerk

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA MAY 23, 2016

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 23rd day of May, 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

Absent: Lawrence T. Oden, Mayor

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. FRANCIS HOPKINS AND SON, WESLEY JENKINS, TO ADDRESS THE MAYOR AND MEMBERS OF THE CITY COUNCIL REGARDING THEIR APPRECIATION FOR THE EXTENSION OF MAX ROUTE 43 THROUGH MOUNTAIN BROOK VILLAGE

Richard Goldstein, City's appointed representative to the MAX Transit Advisory Committee, introduced Mr. Wesley Hopkins and his mother, Francis.

Wesley and his mother individually expressed their gratitude to the City Council for agreeing to extend Route 43 from the zoo further into Mountain Brook Village. Ms. Hopkins further expressed her thanks to Mr. Goldstein for his work on the Max Transit Advisory Committee.

Mr. James Hill, President of Transit Citizens Advisory Board (TCAB), commended Mr. Goldstein for his tireless efforts to improve mass transportation in the metropolitan area and the City of Mountain Brook.

Mr. Michael Crump of 3907 Memory Circle expressed his appreciation for the transit improvements in the City of Mountain Brook and challenged the City Council to do even more.

The members of the City Council expressed their thanks to Mr. Goldstein for his service to the City and its residents.

2. CONSENT AGENDA

Council President Smith announced that the following matters listed on the meeting agenda have been removed:

a. The proposed resolution approving the conditional use (lunch operation) of Biscuit Boy at 2708 Culver Road was continued until the June 13, 2016 meeting at the request of the applicant.

b. The proposed resolution assessing the cost of the nuisance abatement for the property located at 2324 Cahaba Road as the property owners' remitted the requested reimbursement on Friday, May 20, 2016.

Council President Smith then 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 May 9, 2016 regular meeting of the City Council.

2016-061 Proclamation	Golf Month	Exhibit 1, Appendix 1
2016-062	Adopt the 2015-2016 Personnel Board of Jefferson County classification survey	Exhibit 2, Appendix 2
2016-063	Accept the professional services proposal submitted by Sain Associates with respect to the Phase 5B sidewalk construction, engineering, and inspection services	Exhibit 3, Appendix 3
2016-064	Authorize the execution of a Clinical Agreement between the City and Wallace State Community College	Exhibit 4, Appendix 4
2016-065	Accept the professional services proposal submitted by Walter Schoel Engineering Company, Inc. with respect to their preliminary study of a pedestrian bridge over Shades Creek	Exhibit 5, Appendix 5
2016-066	Authorize the execution of a real estate purchase agreement and such other actions reasonably necessary to close a real estate transaction between the City and Rami Achdut for the City's purchase of two tracts of land totaling 0.17 acres adjacent to the City's Cahaba River Walk property located along Overton Road in consideration of $15,000	Exhibit 6, Appendix 6
2016-067 Motion	Request that the Planning Commission conduct a public hearing to consider an amendment to the City's Zoning Code with respect to the definitions [distinction] of professional offices and medical offices	

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

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

Nays: None

Council President Smith thereupon declared that said Council minutes, proclamation (No. 2016-061), and resolutions (Nos. 2016-062 through 2016-066), and motion (No. 2016-067) are adopted by a vote of 5—0 and as evidence thereof he signed the same.

3. PUBLIC HEARING TO CONSIDER AN ORDINANCE RESTRICTING ON-STREET PARKING ALONG A PORTION OF RIDGECREST ROAD (APPENDIX 7)

President Smith opened the public hearing carried-over from the May 9, 2016 meeting of the City Council and invited guests in attendance forward for their comments.

Mark Drummond of 3453 Brook Mountain Lane and president of the neighborhood association:

- Complaints include parking by students causing congestion making it unlikely that fire trucks and/or ambulances can pass, littering and other illicit activities, noise from the overnight parking and activities, and legal liability issues as the trek to and from school property is not considered safe
- The neighborhood requests that the City Council consider installing No Littering signs and No Parking signs

Dr. Michael Koslin of 3456 Brook Mountain Lane and past president of the neighborhood association:
- This issue has existed for years
- Superintendent Barlow visited the street years ago, wrote down license plates of parked cars and called parents. His actions resulted in some improvement for a few months.
- On the way to this meeting, there were eleven cars parked along the cul de sac and he expects numerous empty beer cans to be littering the street tomorrow
- Police have told them generally when they arrive that the occupants of the parked cars are not doing anything illegal
- Council President Smith suggested that if parking is restricted in the cul de sac that the parking issues will occur further down the road to which Mr. Koslin stated that he thinks the neighborhood will have more control over parked cars in front of their homes and because the hike to the school will be less convenient, the neighbors think that the students will no longer park in this neighborhood

Council President Pro Tempore Pritchard:
- Asked whether the neighborhood association realizes that if parking restrictions are implemented, they will apply not only to the students but the neighborhood residents and their visitors as well.

Randy Quarles of 3624 Ridgecrest Road:
- Has observed night time trash (beer cans and related debris), daytime trash (water bottles, etc.) and noon time (workers' trash such as food containers)
- He thinks the cars parked on the street tonight are there for a graduation party
- Suggested increased police patrols
- Would like to see no parking restrictions in the evening
- Agrees that parking restrictions will likely move the problem further down the street

Mark Drummond:
- Regarding the daytime (student) parking, if the walk is further and therefore less convenient, he thinks students will move elsewhere (off this street)
- If the students move down the street, he thinks the neighbors can simply ask the kids to move and that they will comply

Elizabeth Shannon of 4361 Little River Road:
- She used to live in California where she witnessed similar situations
- The solution there was to implement a parking permit policy

The City Attorney and Council member Carl expressed concern over the legality of such a policy on a public street.

Council President Pro Tempore Pritchard asked whether the neighborhood association has ever considered installing hidden cameras.

Mark Drummond:
- Lights at the entrance have been stolen on previous occasions
- Fears that if noticed by the students, the cameras will simply be stolen or vandalized

Police Captain Hagood in response to an inquiry as to whether cameras would assist in their law enforcement efforts, stated that likely the video could be used to make arrests or write tickets. However, whether such arrests or tickets would hold up in court is questionable.

Council President Pro Tempore Pritchard suggested that the City Council discuss this situation with legal counsel and the Police Chief further and delay any formal action for the time being.

Council President Smith:

- Agreed and stated that with the school recess upon us, the situation should improve (at least during the daytime) for the summer
- She suggested that the matter be considered further and reconsidered before school reconvenes in August

Terri Wright of 4736 Vermont Avenue, 35210:

- To alleviate the littering issue, suggested that the neighbors place trash receptacles along the street

4. 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, June 13, 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) for more information.

5. ADJOURNMENT

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

6. 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 May 23, 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

CITY OF MOUNTAIN BROOK

56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205.802.3800
Facsimile: 205.879.6913
www.mtnbrook.org

GOLF MONTH PROCLAMATION

Whereas, the first Men's State Amateur Golf Tournament in Alabama was held in 1915 at Montgomery Country Club, and

Whereas, the tournament has continued each year with the exception of 1917 and 1918 when it was pre-empted by World War I, and

Whereas, the Country Club of Birmingham hosted the first post-war tournament in 1919, and

RESOLUTION NO. 2016-068

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 040 – Retail Beer (On or Off Premises) License and a 060 – Retail Table Wine (On or Off Premises) 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.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160523144135474

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: CRESTLINE PIGGLY WIGGLY **Filing Fee:** $100.00

Applicant: CRESTLINE PIGGLY WIGGLY LLC **Transfer Fee:**

Location Address: 41 CHURCH STREET MOUNTAIN BROOK, AL 35213

Mailing Address: 3349 INDEPENDENCE DR; SUITE 100 BIRMINGHAM, AL 35209

County: JEFFERSON **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Type Ownership: LLC

Book, Page, or Document info: LR201511 7174

Date Incorporated: 02/23/2015 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 02/23/2015 **Alabama State Sales Tax ID:** R009134987

Name:	Title:	Date and Place of Birth:	Residence Address:
ANDREW JOHN VIRCIGLIO 3979772 - AL	MEMBER	07/18/1960 BIRMINGHAM, AL	2121 SOUTHWOOD RD VESTAVIA HILLS, AL 35216
NASEEM MAHFOUZ AJLOUNY 3072123 - AL	MEMBER	08/01/1953 DETROIT, MI	4905 WHISPERING LAKE CIR BIRMINGHAM, AL 35244
BASIM AJLOUNY 3297737 - AL	MEMBER	02/14/1955 BIRMINGHAM, AL	4909 WHISPERING LAKE CIR BIRMINGHAM, AL 35244

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? YES
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: NASEEM AJLOUNY
Business Phone: 205-879-8080
Fax:

Home Phone: 205-531-7415
Cell Phone: 205-531-7415
E-mail: KARI@BRUCEDOWNSCPA.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: CRESTLINE PIGGLY WIGGLY
Applicant: CRESTLINE PIGGLY WIGGLY LLC

Previous License Number(s)
License 1: 050-010666637
License 2: 070-010666637

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160523144135474

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AJLOUNY INVESTMENTS LLC 205-531-7415
What is lessors primary business? REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 26500 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO
License Structure: MULTI STORY License covers: ENTIRE STRUCTURE
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20160523144135474

Initial each	Signature page
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
	In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Naseem M Ajlouny

Signature of Applicant: Naseem M. Ajlouny

Notary Name (print): Valencia Johnson

Notary Signature: Valencia Johnson

Commission expires: 4-22-18

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160523144135474

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act?: BUY LO QUALITY FOODS INC, PIGGLY WIGGLY OF JEFFERSON CO INC AND NAB CITY MARKETS
Is the lessor involved in any way with the alcohol beverage business?: NASEEM AJLOUNY IS THE MEMBER OF AJLOUNY INVESTMENTS LLC AND CRESTLINE PIGGLY WIGGLY LLC

Main Menu

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20160523144135474
Application Payment Confirmation Number: 25194408

Payment Summary	
Payment Item	**Fee**
Application Fee for License 040 and License 060	$100.00
Total Amount to be Charged	**$100.00**

Application Information

Application Type: APPLICATION
License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Version 2.3.1

Receipt Confirmation Page

Receipt Confirmation Number: **20160523144135474**

Application Payment Confirmation Number: 25194408

Payment Summary	
Payment Item	Fee
Application Fee for License 040 and License 060	$100.00
Total Amount to be Charged	$100.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
040 - RETAIL BEER (ON OR OFF PREMISES)	$75.00	$150.00	$225.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	$75.00	$150.00	$225.00
Total Amount to be Charged	$150.00	$300.00	$450.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
License County: JEFFERSON
Business Type: LLC
Trade Name: **CRESTLINE PIGGLY WIGGLY**
Applicant Name: **CRESTLINE PIGGLY WIGGLY LLC**
Location Address: 41 CHURCH STREET
MOUNTAIN BROOK, AL 35213

Mailing Address: 3349 INDEPENDENCE DR; SUITE 100
BIRMINGHAM, AL 35209

Contact Person: NASEEM AJLOUNY
Contact Home Phone: 205-531-7415
Contact Business Phone: 205-879-8080
Contact Fax:
Contact Cell Phone: 205-531-7415
Contact Email Address:
Contact Web Address:

RESOLUTION NO. 2016-069

WHEREAS, the City of Mountain Brook, Alabama, has certain personal property that is no longer needed for public or municipal purposes; and

WHEREAS, the City of Mountain Brook, Alabama, experienced a vehicle fire involving a 2008 Dodge Dakota SLT truck that was determined to be damaged beyond repair by the City's insurance carrier; 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:

Item	Asset	Description	Notes
1	13631	2008 Dodge Dakota SLT truck (VIN 1D7HW48N38S638743)	Public Works

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the sale of the totaled vehicle to Travelers Insurance in consideration of the salvage value in the amount of $9,701.79 net of the $1,000 deductible is hereby ratified.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

STATE OF
ALABAMA
DEPARTMENT OF REVENUE

ALABAMA GREAT SEAL

CERTIFICATE OF TITLE FOR A VEHICLE

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	TRANS. CODE	DATE ISSUED
39312675	1D7HW48N38S638743	01	07/28/2008

YR. MODEL	MAKE	MODEL	BODY TYPE	PREV AL TITLE NO.
2008	DODGE	DAKOTA QU	PU	

CYL.	NEW	USED	DEMO	PURCHASE DATE	NO. LIENS	COLOR	ODOMETER
08	XX			06/27/2008	0	WHITE	000025

NAME(S) AND MAILING ADDRESS OF OWNER(S)

CITY OF MOUNTAIN BROOK
3579 EAST ST
BIRMINGHAM AL 35243

MAIL TO

4,112 / 2,243

CITY OF MOUNTAIN BROOK
3579 EAST ST
BIRMINGHAM AL 35243-4905

RESIDENT ADDRESS IF DIFFERENT

LEGEND(S) ODOMETER READING IS THE ACTUAL MILEAGE

1ST LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

2ND LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

RELEASE OF LIEN
The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

First Lienholder

By
Signature of Authorized Agent

Date

Second Lienholder

By
Signature of Authorized Agent

Date

This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by lien(s) show hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

CONTROL NUMBER
36197070

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE

FORM NO MVT 9-1 (8 2007)

13631

HOLD TO LIGHT TO VIEW WATERMARK

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Xerox® WorkCentre® 7970
Multifunction Printer

Configuration Report
Printed on: Jun 06, 2016 at 12:17 AM

Common User Data
Machine Name:
IP Address: 172.17.9.60
Machine Serial Number: B0W588805
Fax Line1:
System Software Version: XRX9C93E56D126
Machine URL: http://172.17.9.60

Machine Profile
Machine Name:
Machine Serial Number: XRX9C93E56D126
Xerox Asset Tag: B0W588805
Customer Asset Tag:
Service Phone Number:
Customer Support Phone Number: 800-239-3025
Supplies Phone Number: 800-239-3025
System Administrator: System Administrator name not set
Machine Location:

Machine Hardware
Fax Card:
Extended Fax Card:
Fax Card Memory Size:
Foreign Interface Card:
Net Controller RAM:
Net Controller Disk Size:
EFC Memory Size:
Image Disk:
Finisher Type:
Finisher Punch:
Finisher Folder:

General Setup
Low Power Mode Timer:
Sleep Mode Timer:
SMart eSolutions:
Remote Software Download:
SMart eSolutions Trans. Time:
E-mail Alerts:
Service Plan:
Billing Impression Mode:
Startup Config Report:
GMT Offset:
Cloning Installation: JB1G2

Software Versions
System Software:
Network Controller:
User Interface:
Marking Engine:
Copy Controller:
Document Feeder:
Finisher:
Fax:
Copy Controller OS:
Network Controller OS:
Scanner:
Software Upgrade:

Machine Upgrades:
Last Successful Upgrade:
Scheduled Auto Upgrades:
Auto Upgrade Start Time:
Auto Upgrade Server:

Connectivity
Mobile Workflows
AirPrint Printing: not present
Mopria Printing Discovery: Enabled
Physical Connections
USB Settings
USB Connection Mode:
Print Timeout:
Wired:
Ethernet MAC Address: 00:1E:0B:9C:93:4E
Ethernet Speed/Duplex Setting: Auto
Wireless:
SSID:
Security Mode:
Encryption Algorithm:
Status:
NFC:
Protocols
AppleTalk:
Name:
Zone:

Protocols (cont.)
NetWare:
Print Server Name: XRX9C93E56D126
NDS Tree: Xerox_DS_Tree
NDS Context: Xerox_DS_Context
NDS Server: 0.0.0.0
Novell Filing Transport: IP
IPX Frame Type: ethernet_auto
IPX External Number:
TCP/IPv4:
IP Address: Enabled 172.17.9.60
Subnet Mask: 255.255.0.0
Router/Gateway: 172.17.9.2
Automatic Addressing: STATIC
DHCP Server: 172.17.9.3
DHCP Lease Expiration: Mon Mar 7 15:13:38 2016 CST
BOOTP Broadcast: Disabled
Self Assigned Address State: Enabled
Self Assigned Address: 169.254.24.148
TCP/IPv6: Disabled
Link Local Address:
Use Router Supplied Prefix: Enabled
Stateless Global Address 1: ::

XEROX

2016-069

FEDERAL and State Law requires that you state the mileage in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment.

***** NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT and all assignments that follow*****

- **ASSIGNMENT OF TITLE BY REGISTERED OWNER** (not valid unless completed in full)-I/we warrant this Title and certify that the vehicle described herein has been transferred on 6 / 6 / 2016 to the following:

Buyer(s)- _____ Address- _____

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING | NO TENTHS | *CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK | ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage.- | WARNING-ODOMETER DISCREPANCY

SIGNATURE(S): of Buyer(s)-X _____ of Seller(s)-X Steven Boone

PRINTED NAME(S): of Buyer(s)- _____ of Seller(s)- Steven Boone, City Clerk for the City of Mountain Brook, Alabama

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") * * * * * * * *

NAME OF 1st LIENHOLDER: _____

ADDRESS OF 1st LIENHOLDER: _____

- **FIRST RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No.** _____

I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s)- _____ Address- _____

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING | NO TENTHS | *CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK | ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage.- | WARNING-ODOMETER DISCREPANCY | Date of Sale / /

SIGNATURE(S): of Buyer(s)-X _____ of Seller(s)-X _____

PRINTED NAME: of Buyer(s)- _____ of Seller(s)- _____

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") * * * * * * * *

NAME OF 1st LIENHOLDER: _____

ADDRESS OF 1st LIENHOLDER: _____

- **SECOND RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No.** _____

I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s)- _____ Address- _____

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING | NO TENTHS | *CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK | ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage.- | WARNING-ODOMETER DISCREPANCY | Date of Sale / /

SIGNATURE(S): of Buyer(s)-X _____ of Seller(s)-X _____

PRINTED NAME: of Buyer(s)- _____ of Seller(s)- _____

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") * * * * * * * *

NAME OF 1st LIENHOLDER: _____

ADDRESS OF 1st LIENHOLDER: _____

- **THIRD RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No.** _____

I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s)- _____ Address- _____

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

▶ _____ ODOMETER READING | NO TENTHS | *CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK | ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage.- | WARNING-ODOMETER DISCREPANCY | Date of Sale / /

SIGNATURE(S): of Buyer(s)-X _____ of Seller(s)-X _____

PRINTED NAME: of Buyer(s)- _____ of Seller(s)- _____

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") * * * * * * * *

NAME OF 1st LIENHOLDER: _____

ADDRESS OF 1st LIENHOLDER: _____

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Xerox® WorkCentre® 7970

Multifunction Printer

Configuration Report

Printed on: Jun 06, 2016 at 12:17 AM

Common User Data

Machine Name:
IP Address: XRX9C934E56D126
Machine Serial Number: 172.17.9.60
Fax Line1: B0W588805
System Software Version: 073.200.055.33800
Machine URL: http://172.17.9.60

Machine Profile

Machine Name: XRX9C934E56D126
Machine Serial Number: B0W588805
Xerox Asset Tag:
Customer Asset Tag:
Service Phone Number:
Customer Support Phone Number: 800-239-3025
Supplies Phone Number: 800-239-3025
System Administrator: System Administrator name not set
Machine Location:

Machine Hardware

Fax Card: not present
Extended Fax Card: not present
Fax Card Memory Size:
Foreign Interface Card:
Net Controller RAM:
Net Controller Disk Size:
EFC Memory Size:
Image Disk:
Finisher Type:
Finisher Punch:
Finisher Folder:

General Setup

Low Power Mode Timer:
Sleep Mode Timer:
SMart eSolutions:
Remote Software Download:
SMart eSolutions Trans. Time:
E-mail Alerts:
Service Plan:
Billing Impression Mode:
Startup Config Report:
GMT Offset:
Cloning Installation
JBIG2

Software Versions

System Software:
Network Controller:
User Interface:
Marking Engine:
Copy Controller:
Document Feeder:
Finisher:
Fax:
Copy Controller OS:
Network Controller OS:
Scanner:
Software Upgrade:

Machine Upgrades:

Last Successful Upgrade:
Scheduled Auto Upgrades:
Auto Upgrade Start Time:
Auto Upgrade Server:

Connectivity

Mobile Workflows

AirPrint Printing:
Mopria Printing Discovery:

Physical Connections

USB Settings
USB Connection Mode:
Print Timeout:

Wired:
Ethernet MAC Address: XRX9C934E56D126
Ethernet Speed/Duplex Sett: Disabled

Wireless:
SSID:
Security Mode:
Encryption Algorithm:
Status:
NFC:

Protocols

AppleTalk:
Name:
Zone:

Protocols (cont.)

NetWare:
Print Server Name:
NDS Tree:
NDS Context:
NDS Server:
Novell Filing Transport: Disabled
IPX Frame Type: Xerox_802.3
IPX External Number: Xerox_DS_Context
TCP/IPv4: 0.0.0.0
IP Address: IP
Subnet Mask: ethernet_auto
Router/Gateway:
Automatic Addressing: Enabled
DHCP Server: 172.17.9.60
DHCP Lease Expiration: 255.255.0.0
BOOTP Broadcast: 172.17.9.2
Self Assigned Address State: STATIC
Self Assigned Address: 172.17.9.3
TCP/IPv6: Mon Mar 7 15:13:38 2016 CST
Link Local Address: Disabled
Use Router Supplied Prefix: Enabled
Stateless Global Address 1: 169.254.24.148
:: Disabled

CCC ONE MARKET VALUATION REPORT

Prepared for TRAVELERS

REPORT SUMMARY

CLAIM INFORMATION

Owner	City Of Mountain Brook Po Box 130009 3579 East Street,,null Birmingham, AL 35213
Loss Vehicle	2008 Dodge Dakota SLT Crew Cab 4WD
Loss Incident Date	05/31/2016
Claim Reported	06/02/2016

INSURANCE INFORMATION

Report Reference Number	81210525
Claim Reference	E6A2484001
Adjuster	Vincent, Justin
Appraiser	Coker, Beverly
Odometer	141,500
Last Updated	06/02/2016 04:04 PM

VALUATION SUMMARY

Base Vehicle Value	**$ 10,783.00**
Condition Adjustment	- $ 307.00
PRIOR DAMAGE	- $ 275.25
Adjusted Vehicle Value	**$ 10,200.75**
Vehicular Tax (4.75%) Tax reflects applicable state, county and municipal taxes.	+ $ 484.54
LICENSE FEE	+ $ 16.50
Value before Deductible	**$ 10,701.79**
Deductible	- $ 1,000.00
Total	**$ 9,701.79**

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Information Services Inc.'s opinion as to the value of the loss vehicle, based on information provided to CCC by TRAVELERS.

Loss vehicle has 17% greater than average mileage of 120,600.

BASE VEHICLE VALUE

This is derived from comparable vehicle(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

ADJUSTED VEHICLE VALUE

This is determined by adjusting the Base Vehicle Value to account for the actual condition of the loss vehicle and certain other reported attributes, if any, such as refurbishments and after factory equipment.

Inside the Report

Valuation Methodology....2
Vehicle Information....3
Vehicle Condition....6
Comparable Vehicles....8
Valuation Notes....10
Supplemental Information....11

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VALUATION METHODOLOGY

How was the valuation determined?

CLAIM INSPECTION

TRAVELERS has provided CCC with the zip code where the loss vehicle is garaged, loss vehicle VIN, mileage, equipment, as well as loss vehicle condition, which is used to assist in determining the value of the loss vehicle.

DATABASE REVIEW

CCC maintains an extensive database of vehicles that currently are or recently were available for sale in the U.S. This database includes vehicles that CCC employees have physically inspected, as well as vehicles advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable vehicles in the area are selected. The zip code where the loss vehicle is garaged determines the starting point for the search. Comparable vehicles are similar to the loss vehicle based on relevant factors.

CALCULATE BASE VEHICLE VALUE

Adjustments to the price of the selected comparable vehicles are made to reflect differences in vehicle attributes, including mileage and options. Dollar adjustments are based upon market research.

Finally, the Base Vehicle Value is the weighted average of the adjusted values of the comparable vehicles based on the following factors:

- Source of the data (such as inspected versus advertised)
- Similarity (such as equipment, mileage, and year)
- Proximity to the loss vehicle's primary garage location
- Recency of information

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VEHICLE INFORMATION

VEHICLE DETAILS

Location	BIRMINGHAM, AL 35213
VIN	1D7HW48N38S638743
Year	2008
Make	Dodge
Model	Dakota
Trim	SLT
Body Style	Crew Cab 4WD
Body Type	Pickup
Engine -	
Cylinders	8
Displacement	4.7L
Fuel Type	Gasoline
Carburation	SPFI
Transmission	Automatic Transmission 4 Wheel Drive
Curb Weight	4437 lbs

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicle.

Please review the information in the Vehicle Information Section to confirm the reported mileage and to verify that the information accurately reflects the options, additional equipment or other aspects of the loss vehicle that may impact the value.

VEHICLE ALLOWANCES

Odometer	141,500	- 1,304
Options		
Message Center	Reported	+ 91
Rear Step Bumper	Reported	+ 79
Bedliner (spray On)	Reported	+ 195
Tool Box (permanent)	Reported	+ 79

Reported* Option(s) added after initial valuation

Allowances are factors influencing the value of the loss vehicle when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard equipment. These allowances are displayed for illustrative purposes only.

The Base Vehicle Value is calculated from the comparable vehicles with adjustments to reflect the loss vehicle configuration

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

Odometer	141,500	
Transmission	Automatic Transmission	✓
	4 Wheel Drive	✓
Power	Power Steering	✓
	Power Brakes	✓
	Power Windows	✓
	Power Locks	✓
	Power Mirrors	✓
	Power Driver Seat	✓
Decor/Convenience	Air Conditioning	✓
	Tilt Wheel	✓
	Cruise Control	✓
	Intermittent Wipers	✓
	Console/Storage	✓
	Overhead Console	✓
	Keyless Entry	✓
	Message Center	📋
	Home Link	✓
Seating	Cloth Seats	✓
	Bucket Seats	✓
	Reclining/Lounge Seats	📋
Radio	AM Radio	✓
	FM Radio	✓
	Stereo	✓
	Search/Seek	✓
	CD Player	✓
	Auxiliary Audio Connection	✓
	Satellite Radio	✓
Wheels	Aluminum/Alloy Wheels	✓
Safety/Brakes	Air Bag (Driver Only)	✓
	Passenger Air Bag	✓
	Positraction	✓

To the left is the equipment of the loss vehicle that TRAVELERS provided to CCC.

✓ **Standard** This equipment is included in the base configuration of the vehicle at time of purchase.

📋 **Additional** Equipment that is not Standard but was noted to be on the loss vehicle.

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VEHICLE INFORMATION

VEHICLE EQUIPMENT

	Anti-lock Brakes (2)	✓
	Alarm	✓
Exterior/Paint/Glass	Dual Mirrors	✓
	Privacy Glass	✓
	Fog Lamps	✓
	Clearcoat Paint	
Other - Trucks	Rear Step Bumper	
	Trailer Hitch	✓
	Trailering Package	✓
	Rear Sliding Window	✓
	Bedliner (spray On)	
	Tool Box (permanent)	

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VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
INTERIOR			
Seats	BELOW AVERAGE	**Notes:** Seat torn prior to fire **Guideline:** Significantly soiled, faded and/or discolored. Numerous small tears and/or burn marks. Significantly worn and/or bare spots.	- $ 213
Carpets	PRIVATE OWNER	**Notes:** Soiled/prior to fire in front seat area unk **Guideline:** Lightly soiled and/or stained. Few small tears, holes and/or burn marks. No significant bare spots.	$ 0
Dashboard	PRIVATE OWNER	**Notes:** Soiled and faded prior to fire **Guideline:** Few small scratches and/or gouges. Minimal damage to components. Light wear.	$ 0
Headliner	PRIVATE OWNER	**Notes:** Soiled and stained **Guideline:** Few small holes and/or burn marks. Lightly scuffed.	$ 0
EXTERIOR			
Sheet Metal	PRIVATE OWNER	**Notes:** Scratches and dings/upd taken **Guideline:** Few dents and/or numerous dings. No significant surface rust.	$ 0
Trim	PRIVATE OWNER	**Notes:** window trim faded **Guideline:** Minimal damage to components. Few dents and/or numerous dings.	$ 0
Paint	PRIVATE OWNER	**Notes:** upd taken **Guideline:** Few small deep chips and/or scratches. No significant peeling and/or flaking. Minor swirl marks. Slight Fading.	$ 0
Glass	PRIVATE OWNER	**Notes:** W/s cracked from fire **Guideline:** Light surface scratches and/or pitting. Few chips.	$ 0

TRAVELERS uses condition inspection guidelines to determine the condition of key components of the loss vehicle prior to the loss. The guidelines describe physical characteristics for these key components, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss vehicle's condition.

CCC makes dollar adjustments that reflect the impact the reported condition has on the value of the loss vehicle as compared to Private Owner condition. These dollar adjustments are based upon interviews with dealerships across the United States.

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VEHICLE CONDITION

COMPONENT CONDITION

	Condition	Inspection Notes/Guidelines	Value Impact
MECHANICAL			
Engine	PRIVATE OWNER	**Notes:** total burn **Guideline:** Minor seepage. Belts and hoses firm, show minimal wear. Minimal dirt and grease in engine compartment.	$ 0
Transmission	PRIVATE OWNER	**Notes:** total burn **Guideline:** Fluid slightly discolored. A few areas of seepage.	$ 0
TIRES			
Front Tires	BELOW AVERAGE	**Notes:** rf 3/2 lf 4/32 **Guideline:** 40% or less of new. Example: Typical new car tires are 11/32, loss measures at 3/32 = 28% (3/11)	- $ 47
Rear Tires	BELOW AVERAGE	**Notes:** rr 5/32 lr 4/32 **Guideline:** 40% or less of new. Example: Typical new car tires are 11/32, loss measures at 3/32 = 28% (3/11)	- $ 47
Total Condition Adjustments			**- $ 307**

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COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Odometer	141,500	124,141	111,329	120,025
Automatic Transmission	✓	✓	✓	✓
Overdrive	✗	✓	✓	✓
4 Wheel Drive	✓	✓	✓	✓
Power Steering	✓	✓	✓	✓
Power Brakes	✓	✓	✓	✓
Power Windows	✓	✓	✓	✓
Power Locks	✓	✓	✓	✓
Power Mirrors	✓	✓	✓	✓
Power Driver Seat	✓	✓	✓	✓
Air Conditioning	✓	✓	✓	✓
Tilt Wheel	✓	✓	✓	✓
Cruise Control	✓	✓	✓	✓
Intermittent Wipers	✓	✓	✓	✓
Console/Storage	✓	✓	✓	✓
Overhead Console	✓	✓	✓	✓
Keyless Entry	✓	✓	✓	✓
Message Center	✓	✗	✗	✗
Home Link	✓	✓	✓	✓
Cloth Seats	✓	✓	✓	✓
Bucket Seats	✓	✓	✓	✓
Reclining/Lounge Seats	✓	✗	✗	✗
AM Radio	✓	✓	✓	✓
FM Radio	✓	✓	✓	✓
Stereo	✓	✓	✓	✓
Search/Seek	✓	✓	✓	✓
CD Player	✓	✓	✓	✓
Auxiliary Audio Connection	✓	✓	✓	✓
Satellite Radio	✓	✓	✓	✓
Clad Wheels	✗	✓	✗	✗
Aluminum/Alloy Wheels	✓	✗	✓	✓
Drivers Side Air Bag	✓	✓	✓	✓
Passenger Air Bag	✓	✓	✓	✓
Positraction	✓	✓	✓	✓
Anti-lock Brakes (2)	✓	✓	✓	✓
Alarm	✓	✓	✓	✓
Dual Mirrors	✓	✓	✓	✓
Privacy Glass	✓	✓	✓	✓
Fog Lamps	✓	✓	✓	✓
Clearcoat Paint	✓	✗	✗	✗

Comp 1 Updated Date: 04/28/2016
2008 Dodge Dakota Slt Crew Cab 4wd 8 4.7l Gasoline Spfi
VIN 1D7HW48N18S508038
Dealership Premier Used Cars
Telephone (229) 928-4384
Source Autotrader
Stock # AP0131
Distance from Birmingham, AL
174 Miles - Americus, GA

Comp 2 Updated Date: 03/22/2016
2008 Dodge Dakota Slt Crew Cab 4wd 8 4.7l Gasoline Spfi
VIN 1D7HW48N38S507764
Dealership Import Cars "r" Us
Contact Tom Conquest
Telephone (502) 859-3004
Source Inspected Inventory
Stock # VIN7764
Distance from Birmingham, AL
327 Miles - Lawrenceburg, KY

Comp 3 Updated Date: 03/18/2016
2008 Dodge Dakota Slt Crew Cab 4wd 8 4.7l Gasoline Spfi
VIN 1D7HW48N98S508014
Dealership River City Auto Sales
Telephone (866) 920-4481
Source Autotrader
Stock # X508014
Distance from Birmingham, AL
417 Miles - Cottage Hills, IL

Comparable vehicles used in the determination of the Base Vehicle Value are not intended to be replacement vehicles but are reflective of the market value, and may no longer be available for sale.

List Price is the sticker price of an inspected dealer vehicle and the advertised price for the advertised vehicle.

Take Price is the amount that the dealership will accept to sell the inspected vehicle, though a lower price may be obtainable through negotiation.

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COMPARABLE VEHICLES

Options	Loss Vehicle	Comp 1	Comp 2	Comp 3
Rear Step Bumper	✓	✗	✗	✗
Trailer Hitch	✓	✓	✓	✓
Trailering Package	✓	✓	✓	✓
Rear Sliding Window	✓	✓	✓	✓
Bedliner	✗	✗	✓	✗
Bedliner (spray On)	✓	✗	✗	✗
Tool Box (permanent)	✓	✗	✗	✗
California Emissions	✗	✓	✓	✓
List Price		$ 12,000	$ 12,990	$ 13,495
Take Price			$ 12,990	
Adjustments:				
Options		+ $ 523	+ $ 326	+ $ 444
Mileage		- $ 1,034	- $ 1,814	- $ 1,349
Condition[1]		- $ 946	- $ 946	- $ 946
Adjusted Comparable Value		**$ 10,543**	**$ 10,556**	**$ 11,644**

Distance is based upon a straight line between loss and comparable vehicle locations.

[1]The **Condition Adjustment** sets that comparable vehicle to Private Owner condition, which the loss vehicle is also compared to in the Vehicle Condition section.

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VALUATION NOTES

06/02/2016 12:04 - add $16.50 license fee

This Market Valuation Report has been prepared exclusively for use by TRAVELERS, and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of vehicle valuations, and there are other valuation sources available.

Regulations concerning vehicle value include Alabama Administrative Code 482-1-125.

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SUPPLEMENTAL INFORMATION

VEHICLE HISTORY INFORMATION

VINguard®

VINguard® Message: VINguard has decoded this VIN without any errors

ISO Vehicle History:

Number of times reported to ISO:	1
ISO's file number:	H0242133226
Loss date:	05/31/2016
Phone:	8002386214
Claim ref:	E6A2484001
ISO notified:	06/02/2016

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SUPPLEMENTAL INFORMATION

EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK	RESULTS FOUND
Abandoned	No Abandoned Record Found
Damaged	No Damaged Record Found
Fire Damage	No Fire Damage Record Found
Grey Market	No Grey Market Record Found
Hail Damage	No Hail Damage Record Found
Insurance Loss	No Insurance Loss Record Found
Junk	No Junk Record Found
Rebuilt	No Rebuilt Record Found
Salvage	No Salvage Record Found

EVENT CHECK	RESULTS FOUND
NHTSA Crash Test Vehicle	No NHTSA Crash Test Vehicle Record Found
Frame Damage	No Frame Damage Record Found
Major Damage Incident	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	No Odometer Problem Record Found
Recycled	No Recycled Record Found
Water Damage	No Water Damage Record Found
Salvage Auction	No Salvage Auction Record Found

VEHICLE INFORMATION	RESULTS FOUND
Accident	Accident Record Found
Corrected Title	No Corrected Title Record Found
Driver Education	No Driver Education Record Found
Fire Damage Incident	No Fire Damage Incident Record Found
Lease	No Lease Record Found
Lien	No Lien Record Found
Livery Use	No Livery Use Record Found
Government Use	No Government Use Record Found
Police Use	No Police Use Record Found
Fleet	No Fleet Record Found
Rental	No Rental Record Found
Fleet and/or Rental	No Fleet and/or Rental Record Found
Repossessed	No Repossessed Record Found
Taxi use	No Taxi use Record Found
Theft	No Theft Record Found
Fleet and/or Lease	No Fleet and/or Lease Record Found
Emissions Safety Inspection	No Emissions Safety Inspection Record Found
Duplicate Title	No Duplicate Title Record Found

CCC provides TRAVELERS information reported by Experian regarding the **2008 Dodge Dakota (1D7HW48N38S638743)**. This data is provided for informational purposes. Unless otherwise noted in this Valuation Detail, CCC does not adjust the value of the loss vehicle based upon this information.

LEGEND :

- No Event Found
- Event Found
- Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no significant title events. When found, events often indicate automotive damage or warnings associated with the vehicle.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

INFORMATION FOUND

AutoCheck found additional information on this vehicle. These records will provide more history for this loss vehicle

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss vehicle show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

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SUPPLEMENTAL INFORMATION

FULL HISTORY REPORT RUN DATE: 06/02/2016

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	RESULTS FOUND	ODOMETER READING	DATA SOURCE	EVENT DETAIL
07/28/2008	BIRMINGHAM, AL	25	Motor Vehicle Dept.	TITLE
01/07/2014	AL		State Agency	COLLISION WITH A PARKED MOTOR VEHICLE
01/07/2014	AL		State Agency	MINOR DAMAGE REPORTED

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

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SUPPLEMENTAL INFORMATION

NHTSA VEHICLE RECALL

The National Highway Traffic Safety Administration has issued 1 safety related recall notices that may apply to the above valued vehicle.

NHTSA Campaign ID : 15V313000

Mfg's Report Date : MAY 27, 2015

Component : AIR BAGS

Potential Number Of Units Affected : 4,066,732

Summary : Chrysler (FCA US LLC) is recalling certain model year 2005-2009 Dodge Ram 2500, 2004-2008 Dodge Ram 1500 and Durango, 2006-2009 Dodge Ram 3500, 2008-2010 Dodge Ram 4500 and 5500, 2007-2008 Chrysler Aspen, 2005-2010 Chrysler 300, 300C, SRT8, Dodge Charger and Magnum, 2005-2011 Dodge Dakota, and 2006-2010 Mitsubishi Raider vehicles. The affected vehicles are equipped with a dual-stage driver frontal air bag that may be susceptible to moisture intrusion which, over time, could cause the inflator to rupture.

Consequence : In the event of a crash necessitating deployment of the driver's frontal air bag, the inflator could rupture with metal fragments striking the driver or other occupants resulting in serious injury or death.

Remedy : Chrysler will notify the affected Chrysler and Dodge owners and Mitsubishi will notify the affected Raider owners. Dealers will replace the driver's frontal air bag inflator, free of charge. The recall began for Chrylser on June 8, 2015. The recall for Mitsubishi stated on June 24, 2015. Chrysler and Dodge owners may contact Chrysler customer service at 1-800-853-1403. Mitsubishi owners may call 1-888-648-7820. Chrysler's number for this recall is R25. Note: This recall supersedes recall 14V817 in its entirety. Vehicles that have had their driver side frontal air bag replaced previously need to have their air bag replaced under this recall as well.

Notes : Owners may also contact the National Highway Traffic Safety Administration Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to www.safercar.gov.

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RESOLUTION NO. 2016-070

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that Thomas George Luckie is hereby reappointed to the Mountain Brook Board of Education, to serve without compensation for the five (5) year term ending May 31, 2021.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 regular meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

RESOLUTION NO. 2016-071

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, July 11, 2016, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinance amending Section 129-295 of the City Code regarding open houses, home tours and special events in residential zoning districts.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two (22) days prior to July 11, 2016, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall – 56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, Overton Park – 3020 Overton Road and Cahaba River Walk, 3503 Overton Road notices of said public hearing in words and figures substantially as follows:

"NOTICE OF PUBLIC HEARING

PROPOSED ZONING CODE NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, July 11, 2016, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 129-295 OF THE CITY CODE REGARDING OPEN HOUSES, HOME TOURS AND SPECIAL EVENTS IN RESIDENTIAL ZONING DISTRICTS

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, that Section 129-295 of the City Code is hereby amended to include subsection (c) as follows:

1. "(c) **Open Houses, Home Tours and Special Events**. Open houses, home tours and other special events ("Special Events') advertised for ticket sales to the general public wherein a residential premise or part thereof is made open to the public for a fee, donation or other remuneration or otherwise for commercial or charitable purposes may be conducted in the residential districts of the city under the conditions specified herein below. Such uses shall also be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupation).

   (1) No more than one (1) such Special Event shall be conducted at any one residential premises during any one calendar year.

   (2) Such Special Event shall be limited to a maximum of six (6) days in duration which days must be within a sixteen (16) day period beginning with the first day of the event.

   (3) Goods sold at the Special Event shall be limited to inside the premises or the rear

2016-071

yard, and may not be visible from any public street.

(4) A permit shall be required for each Special Event for which a fee to help defray the cost of issuing the permit will be charged in accordance with article XXVII of this chapter. Application for such permit, in the form and with all information requested by the city, must be submitted to the City Manager at least thirty (30) days prior to the date upon which the Special Event is scheduled to begin.

(5) If, after review of the application, the City Manager determines that the parking or the public rights of way are insufficient to handle anticipated traffic volume for the Special Event, the City Manager may require the use of remote parking areas and shuttle buses or valet services, the engagement of law enforcement officers by the applicant to assist with vehicular traffic or other measures designed to reduce the impact on surrounding properties and the public rights of way in the area.

(6) For the purposes of this section, an open house or home tour conducted for the sole purpose of marketing or sale of the residential premises themselves and for which a fee, donation or other remuneration is not collected shall be permitted and shall not be subject to the conditions in this subsection.

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

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

4. **Effective Date**. This ordinance shall become effective immediately upon adoption and publication as provided by law."

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance."

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 June 13, 2016, as same appears in the minutes or record of said meeting.

I further certify that copies of the resolution above were posted on June ____, 2016 in four (4) conspicuous places within the City of Mountain Brook, as follows:

City Hall – 56 Church Street
Gilchrist Drug Company - 2805 Cahaba Road
Overton Park – 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

_____
City Clerk

RESOLUTION NO. 2016-072

BE IT RESOLVED by the City Council of the City of Mountain Brook that, at the meeting of the City Council to be held on Monday, July 11, 2016, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall, the City Council will hold a public hearing regarding the adoption of an ordinances amending Articles I, X, XI and XII of the City's Municipal Code regarding offices uses and medical clinics.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook that the City Clerk be, and he hereby is, authorized and directed to cause to be published not fewer than twenty-two (22) days prior to July 11, 2016, by posting in four (4) conspicuous places within the City of Mountain Brook, as follows: City Hall – 56 Church Street, Gilchrist Drug Company - 2805 Cahaba Road, Overton Park – 3020 Overton Road and Cahaba River Walk, 3503 Overton Road notices of said public hearing in words and figures substantially as follows:

"NOTICE OF PUBLIC HEARING

PROPOSED ZONING CODE NOTICE

Notice is hereby given that at a regular meeting of the City Council of the City of Mountain Brook to be held on Monday, July 11, 2016, at 7:00 p.m., in the Council Chamber of the Mountain Brook City Hall located at 56 Church Street, Mountain Brook, Alabama 35213, the City Council will hold a public hearing regarding a proposal that the City Council adopt an ordinance in words and figures substantially as follows:

'ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLES I, X, XI AND XII OF THE CITY CODE REGARDING OFFICE USES AND MEDICAL CLINICS

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, that Articles I, X, XI and XII of the City Code are hereby amended to as follows:

Section 1.

"Article I. - Definitions
Section 129-2. Definitions

Clinic, medical and dental. A category of medical and dental care focused on the delivery of routine or ambulatory care, and the treatment of acute or chronic illness or injury requiring immediate care (those not warranting an emergency room visit). Often characterized by, but not limited to, one or more of the following: acceptance of patients on a walk-in basis with no appointment required, extended hours of operation on weekdays and/or weekends, and/or a pool of rotating medical or dental practitioners rather than the primary office of one or more permanent practitioners.

~~Office. A building, or a portion of a building, in which professional clerical, administrative and similar activities are conducted, without any sales.~~

Office, business. Office uses that provide employment and space for the administrative

2016-072

affairs of businesses, but that do not generally involve frequent or intensive interactions by clients or general consumers on a daily basis, and where the delivery of the product or service does not necessarily need to occur on the premises.

Office, professional. Offices uses such as accountants, architects, attorneys, dentists, engineers, insurance agents, physicians, realtors, surgeons or persons conducting similar occupations or professions whose occupation or profession often requires professional licenses or certification.

Article X. – Professional District
Sec. 129-151. - Permitted uses.

The uses permitted in Professional Districts shall be as follows:

(1) Professional offices; ~~occupied by accountants, architects, attorneys, dentists, engineers, insurance agents, physicians, realtors, surgeons or persons conducting similar occupations or professions~~;

(2) Private schools for the teaching of dancing, music or other educational courses; and

(3) The design and assembly of frames for paintings, pictures, photographs, posters, lithographs, shadow boxes and similar items; and

(4) Accessory structures customarily incidental to the uses permitted by this section 129-151.

Article XI. – Office Park District
Sec. 129-171. - Permitted uses.

The uses permitted in Office Park Districts shall be as follows:

(1) Professional offices;

(2) Business offices;

(3) Clinics, medical and dental;

(4) Public buildings;

(5) Gymnasiums and fitness centers;

(6) Daycare centers;

(7) Restaurants;

(8) Dressmaking, millinery, sewing, tailoring, alterations, knitting and crocheting; provided, that any person engaged in dressmaking, millinery, sewing, tailoring or alterations may conduct trunk sales at his place of business, subject to the following conditions: (a) as used herein, "trunk sale" shall mean the sale of new clothes, clothing accessories and other consumer goods by means of the purchaser ordering the finished goods from samples and/or catalogs which are available for inspection at the place of business during the trunk sale; (b) no more than four trunk sales may be conducted at the place of business during any calendar year; and (c) no trunk sale may last for more than five days, which days must be consecutive.

(9) Laboratories for the compounding and sale of prescription drugs;

(10) Building and office cleaning services whose primary business is the cleaning of buildings and offices located in the same Office Park District in which the cleaning service is located;

(11) Not more than ten percent of the rentable floor area in a building or buildings located on a parcel in an Office Park District may be used for retail establishments; provided, that: (a) all such retail businesses shall be designed and intended for the support of the other uses permitted under this section 129-171 and shall not be designed or intended to attract business or customers from without such Office Park District and provided, further, that such retail use shall be subject to the prior approval of the planning commission; and

(12) Accessory structures customarily incidental to the uses permitted in an Office Park District.

Article XII. – Local Business

Section 129-192 Permitted Uses

(b) **Conditional Uses.**

(1) **Service uses** shall be conditional uses in any area covered by a village master plan or the village overlay standards. The conditional review and approval process shall ensure that, in addition to the other factors of conditional review, sufficient parking exists so that the use will not negatively impact existing established businesses, and that the proposed service use, either in isolation or in conjunction with other service or office uses, will not have a detrimental impact on public parking in the villages. The service use category consists of businesses that offer customers services for the performance and delivery on premises, and may offer some limited products or merchandise associated with the service. The service use category includes the following uses:

a. Banks;

b. Barber shops;

c. Beauty shops;

d. Dancing academies;

e. Daycare centers;

f. Dry cleaning establishments;

g. Electronic and electrical repair shops;

h. Fitness centers;

i. Gymnasiums;

j. Interior Design Shops

k. Nail Salons

l. Neuromuscular therapists;

m. Personal fitness trainers;

n. Photography studios;

o. Physical therapists;

p. Self-service laundries;

q. Shipping and wrapping of packages and sale of related items;

r. Shoe repair shops;

s. Tanning salons;

t. Theaters for the performing arts;

u. Travel agents.

(2) **Office uses** shall be conditional uses in any area covered by a village master plan or the village overlay standards. The conditional review and approval process shall ensure that, in addition to the other factors of conditional review, sufficient parking exists so that the use will not negatively impact existing established businesses, and that the proposed office use, either in isolation or in conjunction with other service or office uses, will not have a detrimental impact on public parking in the villages. ~~The office use category consists of businesses that provide employment and space for the administrative affairs of businesses, but that do not generally involve frequent or intensive interactions by clients or general consumers on a daily basis, and where the delivery of the product or service does not necessarily need to occur on the premises.~~ The office use category includes the following uses:

a. Business offices;

~~b. Interior design shops~~ *(added to Service Uses above)*

b. Professional offices.

Any office use established or permitted by right prior to May 15, 2009, shall be permitted to continue in the same location without regard to these provisions, provided that such use is not expanded. An office use so established or permitted may be replaced by another office use with the same or fewer required parking spaces, it being the intent of the council to permit the continued office use of properties where existing office uses are located without the need for specific approval if parking demand is not increased. However, should such office use be replaced with a retail use, then any future reestablishment of an office use in the same location will require prior written approval of city council per subsection (b) of this 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.

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

4. **Effective Date**. This ordinance shall become effective immediately upon adoption and publication as provided by law."

At the aforesaid time and place, all interested parties will be heard in relation to the changes proposed by said ordinance."

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 June 13, 2016, as same appears in the minutes or record of said meeting.

I further certify that copies of the resolution above were posted on June ____, 2016 in four (4) conspicuous places within the City of Mountain Brook, as follows:

City Hall – 56 Church Street
Gilchrist Drug Company - 2805 Cahaba Road
Overton Park – 3020 Overton Road
Cahaba River Walk – 3503 Overton Road

_____
City Clerk

RESOLUTION NO. 2016-073

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the lunchtime restaurant conditional use application for Biscuit Boy at 2708 Culver Road.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 regular meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Dircetor of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: May 5, 2016

TO: Mayor, City Council, City Manager, City Attorney

FROM: Dana Hazen, City Planner

RE: Conditional Use for Biscuit Boy (11am-1pm lunch service)
2708 Culver Road (previous iRevive and Melanie Pounds Interiors) Mountain Brook Village

Request for approval of a fast-casual restaurant in Mountain Brook Village. As may be seen in the attached letter of operational characteristics, although the restaurant is primarily a breakfast service, it is proposed to be open during the lunch peak hours of 11:00 a.m. to 1:00 p.m., thereby requiring approval of a conditional use.

The number of employees present between 11:00 a.m. and 1:00 p.m. will be four (4). There are two (2) on-site parking spaces along the alley which will be utilized by employees. Also, there is an agreement with Tom Sheffer of Avo-Dram to utilize the on-site parking at Avo-Dram for employee parking of this establsihment, so it is not expected that employees of this proposed establishment will have an impact on street parking.

The applicant's letter indicates seating for up to 25 patrons; however, it not anticipated that this will create a demand for 25 parking spaces, in that a portion of the patrons will already be parked in the Village as employees or patrons of other retail, office and service establishments in the Village.

As has been noted in past memos to council regarding parking on Montevallo, Petticoat and Culver, there is often ample parking along Petticoat and a fairly regular turnover of parking along Montevallo during the lunchtime hours. However, parking on the north end of Mountain Brook Village is on the cusp of change in the near future. Some of the Western parking lot will be lost in conjunction with the demolition of Western, Smith's and Ollie Irene and construction of Jemison Lane and associated improvements on the south end of Lane Parke. This is anticipated to take place beginning as early as fall of 2016. So, some on the Another Broken Egg patrons that currently utilize the Western parking lot will be forced to find street parking in the vicinity of this section of the Village. Ultimately, when Lane Parke is completed there will be new street parking added to the north side of Culver (see attached excerpt from the Skipper Traffic Study for Lane Parke).

The zoning ordinance requires council approval of a lunchtime conditional use, and states that any proposed conditional use will be reviewed as to the following:

- Whether the use would disparately impact public parking in the area;
- Whether vehicular or pedestrian circulation would be impacted by the use;
- Whether the use is compatible with surrounding existing uses;
- Whether the hours of operation or peak traffic times would impact existing uses.

4 May 2016

Dear Ladies and Sirs:

Thank you for the opportunity to present our proposal for operating hours from 11 AM to 1 PM, described as lunch hours by the City of Mountain Brook. We are working with Spitfire Realty, the group that owns the little building at 2710 Culver, and architect Pete Pritchard, whose plans and renderings you should also have received, to develop a small biscuit concept offering mostly breakfast but also a light carryout lunch and (we hope) office catering business.

We plan to operate from 7 AM to 2 PM, closing after lunch service, with the lion's share of the business to come from 7-10 AM. Biscuits mean breakfast, and while they are eaten at other times of day, they are tied tightly to breakfast in the minds of the public and the culture of the area. So well over half of our sales would come then. Still, since it's never cheap to open and operate a restaurant, additional revenue from what are thought of as lunch hours would be crucial to the success of the enterprise, not to mention to fully employ workers at enough daily hours to maintain an admittedly small staff.

On that note, just 3-4 employees at a time would run the operation, as the space is quite small at around 800-900 square feet, and some of the staff would come from Dram, where they would park in our spaces behind the Village Corners building at Montevallo and Cahaba roads or in the three spaces behind the Spitfire building. With such brief operating hours, some employees would have to get more hours at Dram to make their time worthwhile. Indeed, some of the preparation of items to be sold at Biscuit Boy would be done in the Avo+Dram kitchen itself. So we don't see employee parking having an impact on village spaces.

In rudimentary midday parking counts over the past few weeks (and with an eye to the additional parking that is changing the realities of Mountain Brook Village), it's evident to us that there are always a good number spaces on Petticoat Lane and, despite past controversies over such, on Montevallo itself during the lunch hours in question, as no lunch-focused restaurant operates there. Avo and Dram are not open then, and Another Broken Egg, like the proposed Biscuit Boy, is a breakfast- and thus morning-centered place. Obviously (and for decades), Gilchrist is open for lunch nearby, but it's also a small space without a ton of seating, and the service is fast as the lunches themselves tend to be (I know from experience as

I'm sure you all do better than I). So with our limited seating -- in the 20-25 range, say -- and what we expect to be the preponderance of to-go business, we don't see people lingering or parking long at all to enjoy our product. A biscuit sandwich, which represents the vast majority of our menu, is a rapidly prepared item and one rapidly consumed or easily taken away as well. We will have no table service and no bar and thus no reason for guests to linger long.

We expect the majority of our draw to be in the morning hours, when guests are grabbing breakfast and coffee to go or eating it quickly in the space. A community table proposed in front and a counter of sorts along the side would invite a quick sit-down at breakfast or lunch rather than a long meal as at Avo or Dram, for instance, or even as at Another Broken Egg, with a multitude of tables and table service to take food orders. And while we hope to be something of a destination, even a "drive-by" one, for breakfast, we don't see anyone coming from across Birmingham or nearby communities to grab a quick breakfast-oriented biscuit at lunch. True, we will offer a salad and a few more "lunchy" biscuit sandwiches, but grits and gravy aren't the stuff of business lunches. I see our lunch business coming mostly from the merchants and staff of the village itself, or people from the hotel and offices nearby. Indeed, we hope to sell pick-up biscuit platters for such groups on a regular basis during the week.

I hope this gives you all some basis for our request and I look forward to discussing the matter with you further as a group or individually as you see fit. Thank you for your review.

Respectfully,

Tom Sheffer

A rough but fairly detailed menu outline for what we would offer at Biscuit Boy in the Spitfire Realty-owned building on Culver:

BISCUIT BOY
Egg & Cheese
Bacon
Sausage
Conecuh
Country Ham
Chicken
Hot Chicken
Hot Brown
Cuban
PBLT (on English Muffin)
Burger Boy
Sloppy Joe
Pulled Pork (+slaw)
Benedict Boy (on English muffin or biscuit)
Early Riser (egg/meat/cheese/tots)
Po'Boy (w/ comeback sauce)
Border Boy (flour taco)

GRAVY
Sausage
Red-Eye
Smoked Tomato
Chocolate
Gravy Flight (choice of three)

SIDES
Cheese Grits
Tater Tots (loaded: w/ cheese sauce)

SALAD
Kale Salad (cranberries/red-wine vinaigrette/biscuit croutons)

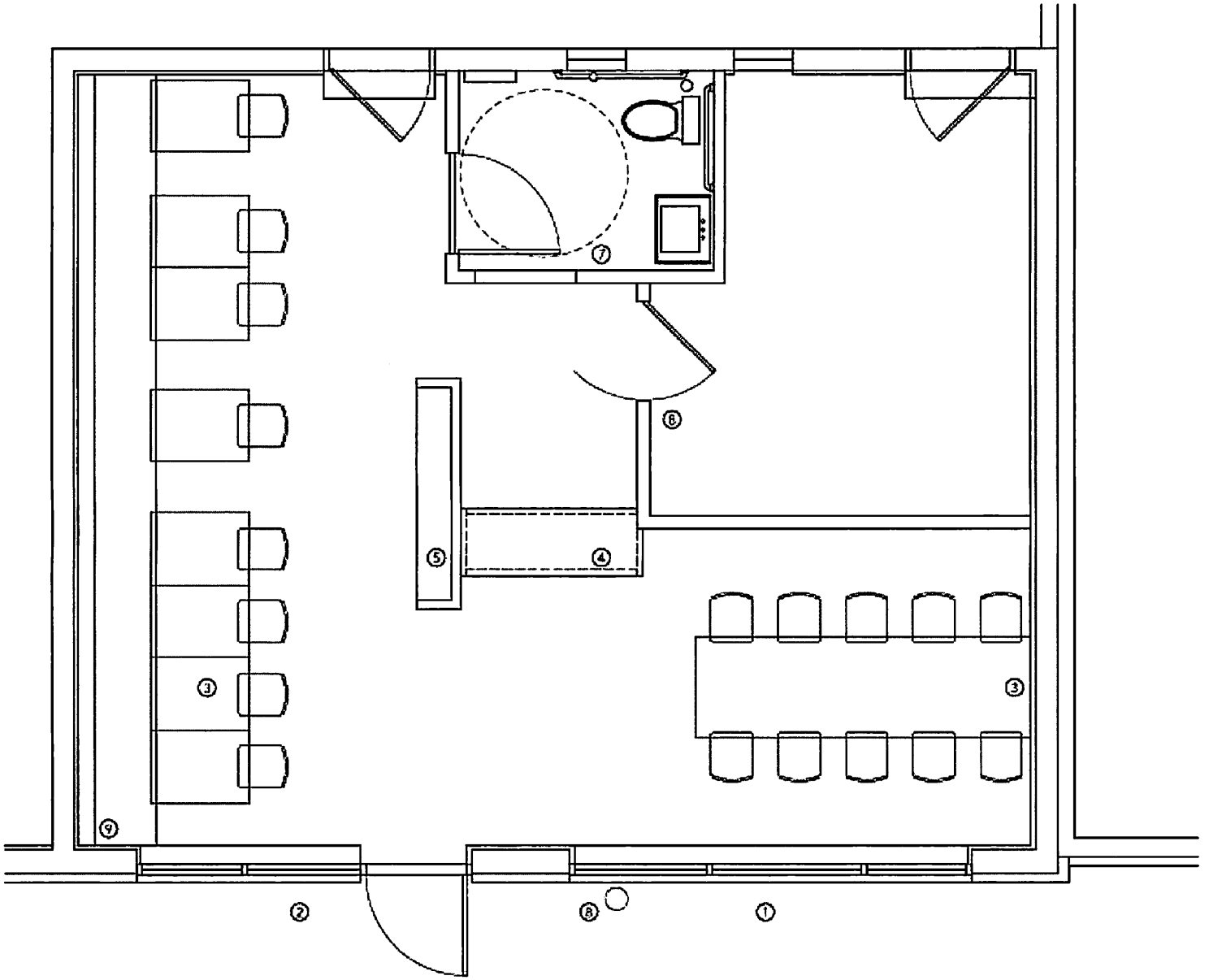
BREAKFAST PLATE

POOCH
Good Boy! (dog biscuit)

ERS
2710

Culver Rd
M & S - Handmade Furniture
Culver Rd
Culver Rd
Culver Rd
Culver Rd
Culver Rd
A'Mano
Barton-Clay Fine Jewelers
iRevive
Sneaky Pete's Hotdogs
Culver Alley
Culver Alley
Culver Alley
Cahaba Rd
Cahaba Rd
Cahaba Rd
ONLY
Canterbury Alley

BISCUIT BOY



INDEX

1 NEW OVERHEAD DOOR
2 NEW FIXED STOREFRONT AND DOOR
3 SEATING
4 CASHIER
5 DRINK STATION
6 KITCHEN
7 BATHROOM
8 GAS METER
9 MIRRORED WALL

BISCUIT BOY - SPITFIRE REALTY

2708 Culver Road
Mountain Brook, AL 35255

FLOOR PLAN

Architect-PETE PRITCHARD inc
SCALE: 1/4" = 1'-0"
4/5/16

VILLAGE GREEN
D7
D6
D5
D4
D3
D2
D1
SERVICE
E8
E7
E6
E5
E4
E3
E2
E1
SERVICE
F
OLIVER ROAD
MONTEVELLO ROAD

Parking Observation 11:30 - 1:00, May 17

	Petticoat		Montevallo		Culver			Cars Parked at Western 11:30-1:00			
Tuesday	# vacant		# vacant		# vacant	Total Vacant					
11:30	13		8		3	24		to Sneaky Petes		3	
11:45	12		10		1	23					
12:00	12		14		2	28		to AB Egg		3	
12:10	16		15		2	33					
12:20	19		15		3	37					
12:30	20		13		3	36					
12:40	19		14		2	35					
12:50	17		13		1	31					
Average	**16**		**13**		**2**	**30**					

This observation was conducted on a Tuesday between 11:30 and 1:00. Street parking was observed along three roads (Petticoat, Montevallo and Culver). The average, combined vacancy of parking spaces on these three roads during the study time period was 30 spaces. Observations were also made regarding the number of cars parking in the Western parking lot whose occupants crossed Culver to patronize Another Broken Egg and Sneaky Pete's. The total number of cars that utilized the parking lot to patronize the restaurants across Culver were 6. Therefore, it appears that when the Western parking lot is no longer available for utilization by restaurant patrons there will be ample street parking (30 vacancies vs. 6 in parking lot) for those currently parking in the Western parking lot. Also, given the number of vacant street parking spaces in the vicinity of the proposed Biscuit Boy, there appears to be ample street parking to accommodate the proposed use.

Parking observations from Tom Sheffer

These are an average over a day from mid-May to two days this week, the latter admittedly when school is out and people's schedules are changing:

Petticoat -- 19 spaces average

Montevallo -- 13-14 spaces

Culver -- 6 spaces average

Canterbury (the strip between Petticoat and the circle) -- 10 average

Western -- just 6-8 people using and going to Another Broken Egg or Sneaky Pete's (fewer than perhaps expected)

That sums up three days' worth of constant checking between the ordinance lunch hours of 11-1. Thanks for including this amateur study. - Tom

RESOLUTION NO. 2016-074

WHEREAS, a Municipal Election will be held in the City of Mountain Brook on August 23, 2016; and

WHEREAS, the City Clerk having been adequately trained, determined to be a disinterested party, and to be generally charged with managing the election process; now, therefore

BE IT RESOLVED that the Mayor and City Council appoints the City Clerk to perform all election duties required to be performed by the Mayor pursuant to Title 11 and Title 17 of the Alabama Code for the Municipal Election to be held on August 23, 2016, and any run-off election held thereafter.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 regular meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

RESOLUTION NO. 2016-075

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of an agreement for services between the City and Details Communications, Inc., in the form as attached hereto as Exhibit A, with respect to the website design and development services for the Emmet O'Neal Library Board.

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Manager of the City is hereby authorized and directed to issue a purchase order and to execute such other documents determined to be necessary with respect to said Library website services.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

AGREEMENT FOR SERVICES

This **Agreement for Services** ("Agreement") is entered between the **City of Mountain Brook, Alabama, on behalf of its Emmet O'Neal Library** (the "Library") and **Details Communications, Inc.** (the "Contractor") effective as of the last date last signed below by either of them (the "Effective Date"). The Library and Contractor may be collectively referenced herein as the "Parties" or individually as a "Party".

WHEREAS, the Contractor desires to provide for the Library those services for design, development and implementation of a new internet website (the "Services") set forth in its Proposal emailed to the Library on or about June 1, 2016, that is attached as Exhibit A and incorporated herein (the "Proposal"); and

WHEREAS, the Parties desire for the Contractor to provide the Services pursuant to the terms, conditions and provisions in this Agreement, the Proposal, and the Supplemental Terms that are attached as Exhibit B and incorporated herein.

WITNESSETH

In consideration of the mutual covenants herein and other good and valuable consideration, the Contractor and Library agree as follows:

1. The Contractor will provide and perform the Services set forth on pages 1-6 of the Proposal.

2. The Contractor will commence performance of the Services immediately following the Effective Date and complete them no later than September 30, 2016. The Contractor agrees to perform its Services and provide associated deliverables to the Library on the following project schedule:

    a. Website Draft - no later than August 1;

    b. Brochure Template - no later than August 1;

    c. Enewsletter and Social Branding deliverables- no later than August 15;

    d. Final approval of Web design (including Branded Video Module- no later than August 30;

    e. Standards and Style Guideline, Content Styling deliverables - no later than September 10;

    f. Final revisions: September 10- September 30; and

g. App deliverable and Completion of Services - no later than September 30.

(the "Project & Deliverables Schedule").

3. The total fee payable to the Contractor for its Services (the "Fee") is Ten Thousand Six Hundred Dollars ($10, 600). This Fee is inclusive of all expenses incurred by the Contractor, including, but not limited to, travel, copying, communications, mail, labor or materials. Notwithstanding any provision in the Proposal to the contrary, in no event will the Library compensate the Contractor for any amount greater than the Fee unless authorized by a written amendment to the Agreement that is signed by both Parties.

4. Provided the Contractor successfully performs its Services in the time frame contemplated in the Project & Deliverables Schedule, the Library will make the installment payments for the Fee on each of the intervals set forth on Page 7 of the Proposal within ten (10) days following each milestone listed thereon and the receipt of invoice from the Contractor.

5. In addition to the terms in this Agreement and the Proposal, the Contractor agrees that the terms, conditions and provisions in the Supplemental Terms for Engagement of Consultant that are set forth in Exhibit B (the "Supplemental Terms") also are incorporated into this Agreement and that it will perform the Services in compliance with those Supplementary Terms.

Wherefore, the undersigned, duly authorized representatives of the Parties execute this Agreement for Services on behalf of their respective organization.

City of Mountain Brook on Behalf of its Emmet O'Neal Library (Library)

By: _____

Its: _____

Date: _____

Details Communications Inc. (Contractor)

By: _____

Its: _____

Date: _____

EXHIBIT A - PROPOSAL

See attached.

JASON BECKNER 205.943.6110 | jason@brandbydc.com

Emmet O'Neal Library

WEB DEVELOPMENT PROPOSAL

A FEW THINGS:

+ DC is celebrating its 23rd year of helping organizations build their brand and communications to have greater impact on their customers and their market space.

+ The DC Team:
  Brian Jones / President
  Jason Beckner / Brand Strategist
  Jason Anderson / Web Development
  Josh White/ Web Support Specialist

+ DC uses BaseCamp for project management allowing clients full visibility on their projects

+ Production timelines with project milestones are identified for all projects

SIMPLIFY THE EXPERIENCE.

We want to refine and simplify the website experience, especially for tablet and smartphone users.

BOLDER WEB FOOT PRINT.

We want to create a web presence that is a living, breathing reflection of the Emmet O'Neal Library brand.

FOUNDATION FOR SUCCESS.

We want to create an empowering web site through the application of easy-to-use content management tools.

WEBSITE DETAILS:

+ One web homepage concept provided, with up to three rounds of revisions.

+ Upon approval of the homepage design, development of the secondary, staff, blog, and case study pages will begin.

+ Default modules for audio, video, forms, blog and calendar are included. Customization of these modules will require the approval of an additional proposal.

WHAT WE SUGGEST.

Website Development

Development of page designs and interactive components; including homepage and secondary page. Default modules for staff, blog, audio, video, calendar and forms are included. Development of tablet and mobile browser size design utilizing responsive design and programming. Includes Iframe and/or link out to third party tools.

TOTAL: $5,500

Branded Video Module

A new module that breaks up media by programs, sessions, events, etc. Dashboard allowing you to easily organize and present videos based on series. Module is fully responsive.

TOTAL: $500

WHAT WE SUGGEST.

Enewsletter

DC to develop an Enewsletter based on new Web site branding, this includes the E-news layout, design with simple content interface and organization. One column format with representative text placement. Simple, manageable enews solution. Programming into Constant Contact will be an additional $400 to $500 to be paid directly to Constant Contact.

TOTAL: $700

Social Branding

Development of branded Facebook timeline header and branded Twitter background, profile image, and header image.

TOTAL: $500

Content Styling

DC will provide content styling for a defined number of pages including formatting and page styling. DC and the Emmet O'Neal team will determine the most appropriate pages to style.

TOTAL: $500

WEBSITE DETAILS:

+ Monthly hosting/support/service free: $20 (paid monthly via credit card)

+ All support questions can be posted within your BaseCamp project or emailed to support@brandbydc.com.

+ Third-party fees and implementation not included in this proposal.

WHAT WE SUGGEST.

App Development

Includes...

+ DISCOVERY. Design review to insure your brand and content are prioritized
+ CUSTOM DESIGN. Customized landing; home screen; inclusion or your brand elements
+ FEATURE SET CUSTOMIZATION. Turn "on or off" the features that you want to use or not use
+ PRIORITY BUTTONS. Designate buttons to go to online giving, registration, your site, and other third party applications by your organization
+ APP SUBMISSION. DC will provide content and APP graphics needed for submission of your APP to Apple and Amazon stores
+ FREE UPGRADES. Benefit from continued development of APP features with free upgrades
+ SUPPORT. On-going support where needed
+ FEATURE OPTIONS INCLUDE: audio/video player and library; blog/news feeds; staff and contact info; calendar feed; social integration/content sharing; web page integration from your current site; google map/ directions; link to online donations, registration, link to yourMembership logins; contact info; and more.

TOTAL: $1,400

WHAT WE SUGGEST.

Standards and Style Guide

DC to provide a standards and style guide to insure the branding and quality standards throughout communications and website.

TOTAL: $750

General Trifold Brochure Template

DC will concept and design a trifold brochure template that can have many different uses for the library.

TOTAL: $750

A FEW THINGS:

+ MOJA is a CMS based on Concrete5, a proven, open- source platform.

+ DC provides full training and support for MOJA.

+ All support questions can be posted within your BaseCamp project or emailed to support@brandbydc.com.

+ Monthly hosting/support/service fee will remain the same.

+ Third-party fees and implementation not included in this proposal or with Moja monthly fee.

CMS FEATURES.

Technical

+ Cloud-based hosting at tier-1 level datacenter facilities.
+ Fault tolerant protection with redundant hosting and nightly backups.
+ Industry proven open-source LAMP architecture.
+ Official Concrete5 framework development & hosting partner.

CMS Features

+ Easy-to-use content manager with WYSIWYG editor
+ Unlimited number of site pages
+ File manager with batch uploading and integrated photo editing tools
+ SEO friendly clean URLs and Google-compliant site maps
+ Advanced site usage tracking through integration with Google Analytics
+ Image rotators and photo galleries
+ Vimeo video player & library integration
+ Audio podcast player & library
+ RSS feed publisher for blog and audio
+ Online forms with database collection
+ Calendar integrated with Google Calendar; ability to feed multiple calendars
+ Staff directory with biographical, contact, and social information
+ Donations. Allow for online donations through merchant/commerce solution. (Does not include payment processor or transaction fees.)

THE FINE PRINT.

+ 50% deposit due upon approval of agreement.

+ 25% payment due upon final approval of web design.

+ 25% payment due upon completion of project.

+ Should the discovery phase uncover additional needs or development direction, any necessary additional costs will be communicated to the client and proposal edits will be made to reflect the revised project scope.

+ Client direction changes or changes to the design or programming after approval will result in additional charges. All additional changes will be bill hourly, at a rate of $100/hour.

+ Client delays in the project of more than 30 days will allow DC to invoice for all work completed. The project will continuing to completion with a revised DC timeline.

+ Programming change requests made after the two week programming review period will incur programming charges to be billed at $100/hour.

+ Proposal is valid for 30 days.

Upon agreement of the terms and services of this proposal, please:

1. Sign, fax & send to 205.278.1422

2. Send deposit to:

Details Communications
PO Box 19683
Birmingham, AL 35219

CLIENT INFORMATION:

Marylyn Eubank
50 Oak St.
Mountain Brook, AL 35213
(205) 879-0459
marylynw@bham.lib.al.us

PROJECT TOTAL: $10,600
50% DEPOSIT TOTAL: $5,300

APPROVED BY _____

POSITION _____

DATE _____

WHAT WE SUGGEST.

*Not included in current proposal

Annual Report

+ Includes discovery, redesign of cover, and interior pages. Annual Report design includes 12-16 pages total including Front & back cover 8.5x11.

+ All layout design, grid, fonts, and color palettes to be created within InDesign layout program.

+ Library team to provide all final copy, as well as non-stock graphic and image assets. DC will also provide two rounds of design and copy layout edits before final print ready PDFs are generated.

+ DC will provide print ready PDFs to the team or to the chosen printer. Library team assumes management of print oversight, quality, and costs.

TOTAL: $2,500

EXHIBIT B – SUPPLEMENTAL TERMS FOR ENGAGEMENT OF CONSULTANT

In addition to performing the Services in accordance with the specifications and terms in the Agreement and Proposal, the Contractor also agrees to comply with the terms, conditions and provisions in this Supplemental Terms & Conditions for Engagement of Consultant ("Supplemental Terms") in connection with its performance of the Services. The Agreement, Proposal and Supplemental Terms may be collectively referenced herein as the "contract."

1. Before commencing the Services, the Contractor, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the Services, including without limitation, a business license issued by the City of Mountain Brook (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its Service and this project.

2. Time is of the essence in performing the Services. Consultant will use commercially reasonable efforts to complete the Services in accordance with the schedule set forth in the contract.

3. Contractor will perform the Work in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the project.

4. If the Contractor defaults on a material obligation to the Library under the contract (a "Default"), the Library may terminate the contract if, following the Library's provision of written notice of Default to Contractor, it fails to correct or remedy the Default within seven (7) days after receipt of notice. Failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the contract or available by law.

5. For the duration of the contract and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the Library:

(a) Comprehensive General Liability: Three Hundred Thousand Dollars ($300,000); this coverage shall include contractual liability assumed hereunder.

(b) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than Three Hundred Thousand Dollars ($300,000) combined single limit and aggregate for bodily injury and property damage;

(c) Workers Compensation: Workers' Compensation as required by statute; and

(d) Professional Liability: Professional Liability covering the Contractor's negligent acts, errors and omissions in its performance of professional services

with policy limits of not less Three Hundred Thousand Dollars ($300,000) per claim and in the aggregate.

The Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the execution of the contract, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City, Library as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies, with respect to claims or liabilities arising out of Contractor's operations.

6. The Contractor agrees to defend, indemnify and reimburse the City of Mountain Brook, the Library and each of their respective agents, employees and officials (hereinafter collectively the "Indemnitees") from all suits, damages, judgments, losses, expenses (including but not limited to, reasonable attorneys' fees, court costs and other litigation costs), liabilities and claims for personal injury (including death) or property damage or loss (hereinafter collectively "Claims") that may be asserted by any third party against the Indemnitees that are caused, result from or arise out of (a) the negligent acts or omissions of Contractor in performing the Services, or (b) Contractor's breach of any of its obligations, representations or warranties in this Agreement.

7. With respect to any deliverables or other work product furnished by Contractor to the Library in connection with the Services, the Contractor warrants that it owns, is licensed or has the right to supply all such work product, including all intellectual rights attendant thereto. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and Library (and its respective agents, employees, official and other representatives) from and against all actions, damages, judgments, losses, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs) and claims for patent, copyright or other infringement of intellectual property rights arising out of, related to, or resulting from Contractor's breach of this warranty.

8. The Contractor is an independent contractor of the Library. This contract does not create any partnership, joint venture or principal-agent relationship between the Library and Contractor. Further, the Library does not retain any control or authority with respect to its means and methods in which the Contractor (or any of its employees or representatives) performs the Services.

9. Contractor may not assign its rights, obligations or the benefits of this contract to any third party without the written consent of the Library, which consent may be withheld for any reason.

10. The contract is made only for the benefit of the Library and Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

11. As additional inducement for the Library to enter the contract, the Contractor further represents as follows:

(a) All actions required to be taken by or on behalf of it to execute the contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken. Those actions may include a resolution duly adopted by its governing body; and

(b) The execution and performance of the contract by the Contractor do not constitute and will not cause the breach or violation of any contract, lease, franchise, permit or agreement of any nature to which Contractor is a party.

12. Limitation of Liability/Exclusion of Consequential Damages. CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT IT ASSERTS OR MAKES ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE LIBRARY ARISING FROM ITS ALLEGED BREACH OF THIS AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT CONTRACTOR MAY RECOVER FROM THE LIBRARY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO CONTRACTOR'S ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH AND ARE PROVEN IN A COURT OF LAW. CONTRACTOR AGREES AND ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE LIBRARY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT ITS INCLUSION. IN NO EVENT WILL THE LIBRARY BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

13. Other Miscellaneous Terms.

(a) The Agreement, Proposal and Supplemental Terms (including attachments thereto) represent the entire agreement between the Parties concerning the subject project and matters herein, and supersede all prior negotiations, representations or agreements, either written or oral. This contract may be amended only by written instrument signed by both parties.

(b) This contract may be executed in counterparts each of which when executed by the Parties shall be deemed to be a complete original. An electronic or facsimile copy of the executed contract or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

(c) Any forbearance or delay on the part of the Library in enforcing any of its rights under this contract shall not be construed as a waiver of such rights. No terms of this contract shall be waived unless expressly waived in writing.

(d) If any provision of this contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(e) In the event of any conflict between the provisions of the Agreement, Proposal and Supplemental Terms, the provision in the document in the following order of priority shall govern and control: (i) Supplemental Terms; (ii) Agreement; and (iii) Proposal.

(f) Immigration Law Compliance. The Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the Library. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Library from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

RESOLUTION NO. 2016-076

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby authorizes the execution of a release agreement between the City and Brookwood Baptist Church, in the form as attached hereto as Exhibit A, with respect to the May 3, 2016 private water main rupture caused by a defective [private] fire hydrant.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

RELEASE AGREEMENT

This Release Agreement (this "**Agreement**") is entered into on this the ____ day of ~~May,~~ June 2016 (the "**Effective Date**"), by and between the City of Mountain Brook, Alabama ("**the City**") and Brookwood Baptist Church ("**Brookwood Baptist**"). This Agreement may refer to any of the parties hereto as a "**Party**" or both as the "**Parties**".

Recitals

WHEREAS, on May 3, 2016, **the City** was performing annual flow testing of a fire hydrant located on property owned by **Brookwood Baptist**;

WHEREAS, **Brookwood Baptist** was aware of and consented to **the City** conducting annual flow testing of fire hydrants located on **Brookwood Baptist's** property;

WHEREAS, during the course of **the City's** flow testing of a fire hydrant a water main ruptured;

WHEREAS, as a result of this incident, there was damage on **Brookwood Baptist's** property;

WHEREAS, Birmingham Water Works has agreed to repair **Brookwood Baptist's** property; and

WHEREAS, **the Parties** have agreed to compromise all actual or potential claims according to the mutual promises and covenants set forth herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, and in exchange for the mutual promises and covenants contained herein, the sufficiency of which **the Parties** hereby acknowledge, **the Parties** agree as follows:

1. **Performance by the City. The City** agrees to install an asphalt patch on **Brookwood Baptist's** property after Birmingham Water Works repairs the ruptured water main and fire hydrant that failed.

2. **Release by Brookwood Baptist**. In consideration of the performance described in Paragraph 1 (the "**Performance**") and the promises and covenants made herein, **Brookwood Baptist**, along with its assigns, members, trustees, officers and insurers, including without limitation the Cincinnati Insurance Company, hereby fully, completely, finally, irrevocably and forever release, waive, acquit and discharge **the City** and its respective officers, directors, members, managers, shareholders, principals, representatives, insurers, attorneys, employees, agents, servants, departments, contractors, subcontractors, consultants, affiliates, subsidiaries, predecessors, successors, and assigns of any of the foregoing and any and all other persons or entities who are or might be chargeable or liable to **Brookwood Baptist** (hereinafter referred to as the "**Released Entities**") from any and all claims, counterclaims, actions, causes of action, demands, damages, injuries, harms, costs, expenses, liabilities, obligations, and responsibilities of any kind or nature whatsoever, including attorneys' fees and court costs, whether based upon tort, contract, or any other legal or equitable theory of recovery or relief, that **Brookwood Baptist** had, may have had, or now has against any and/or all of the **Released Entities** as of the **Effective Date**, arising out of, relating to, or resulting from the events set forth herein, including, but not limited to, **Brookwood Baptist's** property damage that occurred on May 3, 2016.

3. **Non-Admission of Liability. Brookwood Baptist** acknowledges that the **Released Parties** have not admitted acting wrongfully or breaching any duty with respect to **Brookwood Baptist** and further acknowledges that **Brookwood Baptist** is not asserting any claims or rights whatsoever against the **Released Parties**. **Brookwood Baptist** also acknowledges that the **Released Parties** expressly disclaim any and all liability and deny that they caused any injury or damage to **Brookwood Baptist** or violated any right of **Brookwood Baptist**.

4. **Knowing and Voluntary Waiver of Rights**. Each of **the Parties** acknowledges that it has read in full, understands, and voluntarily accepts and agrees to the terms of this Agreement and that each of **the Parties** has signed this Agreement freely and voluntarily. Each of **the Parties** further acknowledges that it has had the opportunity to consult with counsel of its choosing before signing this Agreement and that such counsel, if obtained, has explained the terms and effect of this Agreement to it.

5. **No Assignment of Claims**. **Brookwood Baptist** expressly represents and warrants that no claims released under this Agreement or that would otherwise be released by the terms of this Agreement have previously been assigned to any other person or entity.

6. **Modification**. This Agreement cannot be modified, amended, terminated or otherwise changed in any way or manner, unless it is done pursuant to a written document or documents signed by all of **the Parties**. No oral modification of this Agreement will be deemed valid or binding under any circumstances.

7. **Applicable Law & Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, excluding any conflict of laws or choice of

laws rules of Alabama that may direct the application of the laws of any jurisdiction other than Alabama. **The Parties** agree that venue and jurisdiction for any disputes arising out of this Agreement shall lie exclusively in the Courts of Jefferson County, Alabama. **The Parties** expressly submit to the personal jurisdiction of that court.

8. **Entire Agreement**. This Agreement constitutes the complete and entire agreement and understanding between **the Parties** concerning the entire subject matter covered by this Agreement. All prior written or verbal communications, discussions, negotiations, commitments, and representations related to the subject matter of this Agreement are merged and integrated into this Agreement. **The Parties** acknowledge and agree that no representation, promise, commitment or agreement of any kind which is not contained or expressed in this Agreement has been made by **the Parties** to induce the other to enter into this Agreement or settle their disputes.

9. **Construction**. Any rule of law or legal decision that would require interpretation or construction of any ambiguity in any part of this Agreement against **the Party** that drafted it is not applicable and is expressly waived, and there shall be no presumption against any **Party** on the ground that such party was responsible for preparing any part of this Agreement.

10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. **Authority**. Each of **the Parties** represents and warrants that it has the full right, power, legal capacity and authority to enter into this Agreement and that this Agreement constitutes the valid and legally binding agreement of each **Party**, enforceable against it in accordance with the terms and conditions of this Agreement.

12. **Confidentiality**. **All Parties** to this Agreement agree that, except as provided herein, the terms of this Agreement are confidential and shall not be disclosed to any other person, firm, or corporation, except by order of a court of competent jurisdiction. **The Parties** and their counsel agree that they will comment only that their dispute was resolved to their satisfaction. Notwithstanding the foregoing, **the Parties** are permitted to discuss the terms of this Agreement with their respective accountants, attorneys, tax preparers, and financial advisors.

Remainder of Page Intentionally Left Blank

SIGNATURE PAGE TO RELEASE AGREEMENT

IN WITNESS WHEREOF, the Parties, or their duly authorized representatives, fully intending to be bound, have executed this Agreement as of the above Effective Date.

BROOKWOOD BAPTIST CHURCH

By: _____

Its: Trustee

THE CITY OF MOUNTAIN BROOK

By: _____

Its: _____

RESOLUTION NO. 2016-077

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby approves the conditional use application submitted by Beth Scherer-Smokey for a chiropractic and wellness center (office use) at 2031(B) Cahaba Road.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 regular meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3821
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: June 8, 2016

TO: Mayor, City Council and City Manager

FROM: Dana Hazen, Director of Planning, Building & Sustainability

RE: Conditional Use – Chiropractic Office
2031(B) Cahaba Road (previous La Catrina Mexican Cantina) English Village

The proposed chiropractic office is to be located in the north half of the previous restaurant space. In addition to the doctor there will be a maximum of 2 other employees and 1-4 clients at any given time. See attached letter from the applicant regarding the proposed hours and days of operation. Given the limited number of hours and clients, it does not appear that the proposed use would be detrimental to the on-street parking.

Dr. Beth Scherer, DC
Back On Track Chiropractic
3257 Cahaba Heights Road
Birmingham, Al 35243
205-967-6776
205-862-6776 –cell

June 7, 2016

To: The City Of Mountain Brook

Back On Track is planning to move August 1, 2016 to 2031B Cahaba Road in English Village. The office will provide Chiropractic and Acupuncture services. The office hours are Monday, Wednesday, and Friday between 7am-12pm, Tuesday and Thursday between 2pm-6pm and Sunday between 10am-12noon. During this time, there will be one Doctor (me) and two staff. Between these hours we service approximately 15-20 patients each day. The patients stay between 10-30 minutes depending on their treatment. There are no "peak" hours in this business.

Thank you,

Dr. Beth Scherer, DC
Owner, Back On Track Chiropractic

RESOLUTION NO. 2016-078

ACKNOWLEDGEMENT CONCERNING
RESOLUTION NOS. 2015-164 THROUGH 167

WHEREAS, the City Council of the City of Mountain Brook, Alabama (the "City Council") previously passed the following Resolutions that pertain to Alabama Department of Transportation ('ALDOT") Project # CMAQ-3715 concerning road improvements at or about the intersections of Cahaba Road/US-280/Culver Road/Lane Park Road (the "Project");

(i) Resolution No. 2015-165, authorizing an Agreement for Preliminary Engineering between the City of Mountain Brook and ALDOT for the Project;
(ii) Resolution No. 2015-166, authorizing an Agreement for Right of Way Acquisition between the City of Mountain Brook and ALDOT for the Project; and
(iii) Resolution No. 2015-167, authorizing an Agreement for Utility and Construction between the City of Mountain Brook and ALDOT for the Project.

((i), (ii) and (iii) being collectively referenced herein as the "ALDOT/MB Agreements");

WHEREAS, the delivery to ALDOT of executed ALDOT/MB Agreements and commencement of work contemplated on the Project was contingent on approval by the City of Birmingham, Alabama of that certain Agreement for Cost Sharing between the City of Mountain Brook (the "City") and City of Birmingham (the "Agreement for Cost Sharing") that (i) the City Council previously authorized in Resolution No. 2015-164 and (ii) provides for those two municipalities to share the anticipated local expense of the Project;

WHEREAS, the Interlocal Cooperation Act, Act No. 916 enacted in 1969 (the "Interlocal Cooperation Act"), authorizes the City and the City of Birmingham to enter the Agreement for Cost Sharing; and

WHEREAS, at its regular meeting conducted on or about May 31, 2016, the City Council of the City of Birmingham authorized the City of Birmingham to enter the Agreement for Cost Sharing.

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

(i) Resolution Nos. 2015-164, 2015-165, 2015-166 and 2015-167 are reaffirmed;
(ii) the Agreement for Cost Sharing shall be executed in the substantial form as attached to Resolution 2015-164, subject to such minor revisions as may be determined appropriate by the City Attorney;
(iii) the City Attorney shall take appropriate actions to effectuate the Agreement for Cost Sharing as provided in the Interlocal Cooperation Act;
(iv) following finalization of the Agreement for Cost Sharing, the City Manager shall deliver fully executed ALDOT/MB Agreements to ALDOT; and
(v) the City Finance Director shall take appropriate actions to fund the City's anticipated share of the local expense of the Project from its general budget.

ADOPTED: This 13th day of June, 2016.

_____
Council President

2016-078

APPROVED: This 13th day of June, 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 the Acknowledgement adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 13, 2016, as same appears in the minutes of record of said meeting.

_____
City Clerk

Previously approved 11/9/2015

RESOLUTION NO. 2015-164

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Agreement for Cost Sharing between the City of Mountain Brook and City of Birmingham, in the form as attached hereto as Exhibit A subject to such minor revisions as may be determined appropriate by the City Attorney, with respect to the roundabout improvements at the intersection of Cahaba Road/US Highway 280/Culver Road/Lane Park Road (ALDOT Project CMAQ-3715( )).

ADOPTED: This 9th day of November, 2015.

Council President

APPROVED: This 9th day of November, 2015.

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 regular meeting held on November 9, 2015, as same appears in the minutes of record of said meeting.

City Clerk

AGREEMENT FOR COST SHARING Final Nov 10

Roundabout Improvement –Intersection
Cahaba Road/US-280/Culver Road/Lane Park Road
ALDOT Project # CMAQ-3715

The **CITY OF BIRMINGHAM, ALABAMA** ("Birmingham"), a municipal corporation and the **CITY OF MOUNTAIN BROOK, ALABAMA** ("Mountain Brook"), a municipal corporation, enter into this **AGREEMENT FOR COST SHARING** ("Agreement"). Mountain Brook and Birmingham individually may be referred to as a "Party" and collectively as "Parties."

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

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization, and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds ("Federal CMAQ Funds"); and

WHEREAS, Birmingham and Mountain Brook desire to construct a roundabout road improvement (the "Roundabout') at or near the intersections of Lane Park Road, Cahaba Road, Culver Road and a road that connects to U.S. Highway 280 in order to facilitate the flow of traffic in that area (the "Project"); and

WHEREAS, the intersections in question are important connectors for visitors to the Birmingham Zoo, the Birmingham Botanical Gardens, Mountain Brook Village and other points in that area that are regularly accessed by the citizens of both Birmingham and Mountain Brook; and

WHEREAS, the State of Alabama, acting through the Alabama Department of Transportation ('ALDOT") has designated the Roundabout Project as Project # CMAQ-3715, and Federal CMAQ Funds have been identified for use in conjunction with its construction; and

WHEREAS, in order to administer and implement Project # CMAQ-3715, ALDOT has requested that Mountain Brook enter into the following three (3) agreements with ALDOT: (i) an Agreement for Right of Way Acquisition that estimates the total right of way ("ROW") acquisition costs at $360,000 and estimates the local share of that expense as $72,000; (ii) an Agreement for Preliminary Engineering that reflects a total estimate of $515,000 for engineering expense and estimates the local share of $103,000 for those costs; and (iii) an Agreement for Utility and Construction that reflects a total estimate $2,616,000 to construct the Project and estimates a local share of $523,200 to build the Roundabout (collectively, the "ALDOT/MB Agreements"); and

2015-164

WHEREAS, Mountain Brook will enter the ALDOT/MB Agreements if Birmingham enters into this Agreement and agrees to equally share the Local Expense (as defined in Section I below) incurred by Mountain Brook on the Project; and

WHEREAS, pursuant to the terms of this Agreement, Birmingham agrees to reimburse Mountain Brook for one half (1/2) of the Local Expense; and

WHEREAS, it is in the public interest for the Parties and their respective citizens to cooperate on the implementation of the Project; and

WHEREAS, Act 1969-916 of the Acts of Alabama ("Act 1969-916") authorizes municipalities in Jefferson County to make the most efficient use of their powers by enabling them to cooperate with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and developments of the county and municipalities and other governmental units and agencies therein; and

WHEREAS, as is contemplated and authorized by Act 1969-916, the joint interests of Mountain Brook and Birmingham are promoted by Mountain Brook entering the ALDOT/MB Agreements whereby ALDOT will perform services that jointly benefit each of the two municipalities, Mountain Brook will compensate ALDOT for those services pursuant to the terms in those Agreements, and Mountain Brook and Birmingham enter into this related Cost Sharing Agreement to equally share the Local Expense of the Project.

NOW WHEREFORE

In consideration of the premises and mutual covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Birmingham and Mountain Brook agree as follows:

I. LOCAL EXPENSE: For purposes of this Agreement, "Local Expense" means any expense, cost or expenditure that Mountain Brook pays, incurs, suffers or expends following the Effective Date (as is defined below in Section IV) for the Project that is not covered by, or reimbursed to Mountain Brook through Federal CMAQ Funds. Local Expense includes, but is not limited to, any amount that Mountain Brook pays with respect to any invoice, bill or any other request, demand, action or claim by ALDOT that Mountain Brook owes ALDOT, the Federal Highway Administration ("FHWA") or any other governmental agency, entity or person a monetary sum or other obligation by reason of Mountain Brook entering the ALDOT/MB Agreements. Local Expense does not include ordinary and usual expenses incurred by the employees, officials or the staff of either Party to administer this Agreement, to administer the ALDOT/MB Agreements, or that may be expended to secure approval of this Agreement.

Nothing in this Section 1 or elsewhere in this Agreement is intended to authorize Mountain Brook to pay any Local Expense unless and until the Parties have complied

with the processes for approving payment of Local Expenses that is set forth in Section VII(ii) below.

II. IMPLEMENTATION OF PROJECT: The Project will be administered by ALDOT and the costs thereof will be financed, when eligible for Federal participation, on the basis of 80% federal CMAQ Funds and 20% local funds. Mountain Brook agrees to enter the ALDOT/MB Agreements and make the payments to ALDOT contemplated in such Agreements or incur other Local Expense, subject to the terms and covenants herein.

III. PURPOSE/SHARING OF LOCAL EXPENSE. The Parties agree that, for purposes of this Agreement, the benefits of the Project are equally proportionate to both jurisdictions. Accordingly, Birmingham will equally share the Local Expense incurred by Mountain Brook on the Project and reimburse it for 50% of those costs.

IV. EFFECTIVE DATE: This Agreement will become effective on the date on which the last of all of the following has occurred: (1) Birmingham's City Council has approved an ordinance authorizing Birmingham to enter into this Agreement; (2) Mountain Brook's City Council has approved an ordinance authorizing Mountain Brook to enter into this Agreement; (3) the respective, duly authorized representatives of the Parties have executed this Agreement; (4) Mountain Brook has executed the ALDOT/MB Agreements; and (5) as contemplated in Act 1969-916, a copy of this Agreement, fully executed, is properly filed with the Judge of Probate of Jefferson County, Alabama and with the Alabama Secretary of State (the "Effective Date").

V. TERM. This Agreement shall commence on its Effective Date and continue in effect for five (5) years thereafter or until Project is completed, whichever first occurs; provided that, if the Project is not completed at the end of the initial five year term, this Agreement will be automatically renewed on the terms stated herein for an additional renewal period of three (3) years. If the Project is not completed by the end of the first renewal term, the Parties will engage in good faith negotiations to further extend this Agreement for the period required to complete the Project.

VI. ESTIMATED COSTS OF PROJECT. As of the Effective Date, the estimated costs and expected sources of funding for design, plan and construct the Project are as follows:

Type Expense	Total Estimated	Estimated Fed. CMAQ Funding	Estimated Bham Funding	Estimated Mt. Bk. Funding
ROW Acquisit.	$360,000	$288,000	$36,000	$36,000
Preliminary Engineering	$515,000	$412,000	$51,500	$51,500
Utilities	$500,000	$400,000	$50,000	$50,000
Construction (incl inspection)	$2,116,000	$1,692,800	$211,600	$211,600
TOTAL	$3,491,000	$2,792,800	$349,100	$349,100

The Parties acknowledge and understand that the above amounts are estimates only. In the event the final costs of the Project exceed the estimated levels, Birmingham and Mountain Brook will be responsible for sharing in and paying the actual expenses incurred on the Project and sharing the Local Expense on the proportional basis and utilizing the process described below.

VII. PROCESS FOR APPROVING, PAYMENT AND REIMBURSEMENT OF MOUNTAIN BROOK FOR LOCAL EXPENSE.

(i) Each Party will designate a senior level representative who will be responsible for administration of its respective organization's responsibilities under this Agreement (the "Contract Administrator").

(ii) Mountain Brook promptly will forward to Birmingham's Contract Administrator any invoices or other requests for payment that it receives from ALDOT, and provide Birmingham advance written notice of any other Local Expense amount it anticipates spending on the Project. Prior to any payment of those amounts by Mountain Brook, the Contract Administrators for each Party will consult and certify in writing that the invoiced amount or other amount that Mountain Brook intends to pay is proper and should be paid by Mountain Brook. Such consultation and certification shall occur not less than 10 days before any such payment is due.

If any dispute, disagreement or conflict arises between the Parties as to (a) the refusal or failure by Birmingham to certify or approve payment by Mountain Brook of a Local Expense or (b) whether Mountain Brook should make a Local Expense payment that it is required by ALDOT to make (collectively, a "Payment Dispute"), the Parties agree to resolve such Payment Dispute as follows. The Payment Dispute first shall be submitted to the Mayor of Birmingham and Mayor of Mountain Brook for consideration and potential resolution by those officials. If those officials do not resolve the Payment Dispute within twenty (20) days after submission to them, either Party may request that the Payment Dispute be submitted for resolution in a non-binding mediation before a neutral third party that is mutually acceptable to the Parties. The provisions of § 6-6-20, Code of Alabama, 1975, shall apply with respect to any such mediation, except that the expense of any such mediation shall be equally shared between the Parties and each Party shall be responsible for its own attorney fees and other costs in such mediation. If the Payment Dispute is not resolved by mediation, the dispute resolution process shall be litigation in Jefferson County Circuit Court; provided that, in any such litigation, each Party agrees to waive any right to a jury trial and the prevailing Party in any such litigation shall be entitled to recover from the other Party the reasonable attorney fees and any costs of court that the prevailing party incurs in that action.

(iii) Following the above-described confirmation and certification or the resolution of a Payment Dispute determining that Mountain Brook should pay the Local Expense amount in dispute, Mountain Brook will pay the amount due ALDOT under the ALDOT/MB Agreements or due others for any Local Expense and promptly notify Birmingham, in writing, upon making any such payment.

(iv) No later than ten (10) days following each such payment, Birmingham will remit to Mountain Brook 50% of the amount of any Local Expense payment made by it. If requested by Birmingham, Mountain Brook will submit and deliver to Birmingham's Contract Representative an invoice evidencing the amount to be remitted by Birmingham.

VIII. DEFAULT. The Parties acknowledge and agree that any material breach, delay or other failure by either of them to perform their respective obligations hereunder (a "Default", which includes, but is not limited to, any delay by Birmingham in reimbursing Mountain Brook for amounts payable by Birmingham hereunder) will have a detrimental impact on the operations of the other Party. Consequently, in the event of a Default by either Party hereunder, the following understandings apply:

(i) Default Interest. Simple interest shall accrue on any delinquent amount payable by one Party to the other hereunder at the rate of 6% per annum until the delinquency is satisfied; and

(ii) If the non-defaulting Party files litigation to enforce its rights hereunder and prevails in that proceeding, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorney's fees and costs of litigation that it incurs to remedy any such Default; and

(iii) If the defaulting Party fails to cure the Default within sixty (60) days after receipt of written notice thereof from the non-defaulting Party, the non-defaulting Party, in addition to all other remedies available to it at law or provided herein, may terminate this Agreement effective immediately upon its provision of a second written notice.

IX. MISCELLANEOUS.

a. Each municipality shall duly appropriate and finance their anticipated respective costs for the Local Expense of the Project from their Capital Improvement Funds, Gasoline Tax Funds, General Fund or other sources they deem appropriate. The failure of either Party to make such appropriations shall not relieve Mountain Brook of its obligations to make payments for Local Expense due ALDOT under the ALDOT/MB Agreements or Birmingham of its obligation to pay and reimburse Mountain Brook for amounts owed and due it hereunder.

b. Unless otherwise agreed in writing, the Parties expressly agree that, following the construction of the Project, neither of them assume any risk or future liability, or any future responsibility for maintaining any portion of the Roundabout improvement that is located outside their respective jurisdiction.

c. Except as expressly provided in this Agreement, no Party shall have any power to incur any debt which shall become the responsibility of any other contracting party.

d. The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Parties the relationship of principal or agent or of partnership or of joint venture.

e. Except as otherwise provided by law and as limited by this Agreement between the parties, any entity which contracts 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 Agreement.

f. This Agreement shall not take effect until it has been approved by the governing body of each Party. Approval shall be by adoption of an ordinance of general and permanent operation.

g. This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicates, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.

h. With respect to immigration law compliance, the Parties represent and warrant to the other that:

(i) 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");

(ii) 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;

(iii) they will comply with all applicable provisions of the Act with respect to subcontractors, if any, that they engage on the Project 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; and

(iv) 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 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.

i. 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.

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

k. ADDITIONAL UNDERSTANDING ON ROW ACQUISITION SERVICES. Notwithstanding any terms or provisions in the Agreement for Right of Way Acquisition to be executed by Mountain Brook, ALDOT representatives have expressed a willingness to perform the ROW acquisition function for the Project that is needed to acquire land that lies in Birmingham and Mountain Brook. If ALDOT performs those services, the Parties agree that ALDOT will be paid the Local Expense portion of costs incurred in those operations in a manner that is consistent with the payment process contemplated herein. However, if ALDOT does not perform the ROW acquisition services for the Project, the Parties agree to jointly contract with a mutually acceptable third party contractor to obtain those services from that contractor.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as reflected below.

CITY OF BIRMINGHAM, ALABAMA

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT:

_____
Assistant City Attorney / Date

CITY OF MOUNTAIN BROOK, ALABAMA

_____ BY:_____
Date Lawrence Terry Oden, Mayor

ATTEST:

_____
City Clerk

2015-165

ALABAMA
DEPARTMENT OF TRANSPORTATION

Robert Bentley
GOVERNOR

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

John R. Cooper
TRANSPORTATION DIRECTOR

June 24, 2015

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

RE: Jefferson County
Project No. CMAQ-3715( )
Proj. Ref. No. 100064199
Intersection Improvements Cahaba Road/
US-280/Culver Road/Lane Park Road

Dear Mayor Oden:

I have enclosed the original Preliminary Engineering Agreement (and one copy) 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 and the copy, with original signature and the City Seal affixed to both to this office for further handing. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be included with the original Agreement, as well as with the copy.

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
Enclosure
C: Mrs. Sandra F. P. Bonner
File w/encl.

K-15-1348

AGREEMENT
FOR
PRELIMINARY ENGINEERING

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

'15 JUN 15 AM 8:42

Project CMAQ-3715 ( )
Project Reference Number 100064199
Intersection Improvements Cahaba Road/US-280/Culver Road/Lane Park Road
in the City of Mountain Brook

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 preliminary engineering program for intersection improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvements Program Funds (CMAQ).

2015-165

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

(1) The CITY will perform or have performed all services required to fulfill the purposes of this Agreement. The East Central Region of the Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the CITY.

(2) This Agreement will cover only the preliminary engineering phase of the work.

(3) The preliminary engineering phase is hereby defined as that work necessary to advance the development of the Project through construction authorization by the FHWA. The preliminary engineering will be performed by or for the CITY and will include all environmental studies and documentation required by FHWA.

(4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.

(5) The project 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:

	Total Estimated Cost	Estimated Federal Funds	Estimated CITY Funds
Preliminary Engineering	$515,000	$412,000	$103,000
TOTAL	$515,000	$412,000	$103,000

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 of the final cost. It is expressly understood by both parties of this Agreement that all Federal funds will be CMAQ funds, attributable to the Birmingham area.

(6) The STATE will assist the CITY in any public involvement action that may be required.

(7) The CITY will invoice the STATE for the Federal share of the preliminary engineering costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.

(8) Invoices for any phase of 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 of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

(9) 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.

(10) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that the Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(11) Any services of the STATE necessary to carry out the intent of this Agreement will be paid as provided for herein.

(12) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(13) The STATE will provide without cost to the CITY information available from its records that will facilitate the performance of the work.

(14) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate agreement will be required for the construction of the proposed improvement.

(15) 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.

(16) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.

(17) 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.

(18) 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.

(19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(20) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(21) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(22) Exhibits M and N are attached and hereby made a part of this Agreement.

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 stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

_____
City Clerk (Signature)

Steven Boone
Type name of Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____
Mayor (Signature)

Lawrence T. Oden, Mayor
Type name of Mayor

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

By:_____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

_____
East Central Region Engineer, DeJarvis Leonard, P. E.

_____
Multimodal Transportation Engineer,
Robert J. Jilla

_____
Chief Engineer, Ronald L. Baldwin, P. E.

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

_____
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ___ day of _____, 20___.

_____
GOVERNOR OF ALABAMA, ROBERT BENTLEY

2015-165

CERTIFICATION

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 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, 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.

07/01/2002

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.

TERMINATION DUE TO INSUFFICIENT FUNDS

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.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

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 utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

Previously approved 11/9/2015

RESOLUTION NUMBER 2015-165

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

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

   Preliminary engineering program, Project CMAQ-3715 ( ), Project Reference Number 100064199 for intersection improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook; which Agreement is before this Council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the Agreement 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 9th day of November, 20 15.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting 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 9th day of November, 20 15, 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 9th day of November, 20 15.

City Clerk

2015-166

ALABAMA
DEPARTMENT OF TRANSPORTATION

Robert Bentley
GOVERNOR

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

John R. Cooper
TRANSPORTATION DIRECTOR

June 24, 2015

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

RE: Jefferson County
Project No. CMAQ-3715( )
Proj. Ref. No. 100064200
Intersection Improvements Cahaba Road/
US-280/Culver Road/Lane Park Road

Dear Mayor Oden:

I have enclosed the original Right of Way Acquisition Agreement (and one copy) 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 and the copy, with original signature and the City Seal affixed to both to this office for further handing. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be included with the original Agreement, as well as with the copy.

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
Enclosure
C: Mrs. Sandra F. P. Bonner
File w/encl.

K-15-1353

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

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

Project CMAQ-3715 ( )
Project Reference Number 100064200
Intersection Improvements Cahaba Road/US-280/Culver Road/Lane Park Road
in the City of Mountain Brook

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 CITY desire to cooperate in a right-of-way acquisition program for intersection improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds (CMAQ).

2015-166

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 only the right-of-way acquisition phase of the work.

(2) The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY will adhere to all STATE and FHWA regulations pertaining to the acquisition of ROW and will coordinate their activities with the Region Acquisition Manager for guidance. The property will be acquired in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

(3) The STATE shall follow all Federal regulations related to the Management, Leasing, and Disposal of right-of-way, uneconomic remnants and excess right-of-way as found in CFR 23 §710 Subpart D. Proceeds from Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

(4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in the Project costs will be borne by the CITY. In the event of an under run in the Project costs, the amount of Federal Aid funds will be 80 percent of eligible costs.

(5) This Project will be administered by the STATE and all costs 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 are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Right-of-way acquisition	$360,000	$288,000	$72,000
TOTAL	$360,000	$288,000	$72,000

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 CMAQ funds, attributable to the Birmingham area.

(6) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.

(7) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(8) The CITY will invoice the STATE for the Federal share of right-of-way acquisition costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.

(9) Invoices for any phase of work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

(10) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(11) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.

(12) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

(13) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

(14) A final audit will be made of all Project records after 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 audit and this Agreement.

(15) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.

(16) 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.

(17) 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.

(18) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(19) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(20) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(21) Exhibits M and N are attached and hereby made a part of this Agreement.

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 stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

City Clerk (Signature)

Type name of Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

BY: _____

Mayor (Signature)

Lawrence T. Oden, Mayor

Type name of Mayor

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

BY:_____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

_____
East Central Region Engineer, DeJarvis Leonard, P. E.

_____
Multimodal Transportation Engineer,
Robert J. Jilla

_____
Chief Engineer, Ronald L. Baldwin, P. E.

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

_____
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ____ day of _____, 20___.

_____
GOVERNOR OF ALABAMA, ROBERT BENTLEY

2015-166

7/18/90 **Exhibit M**

CERTIFICATION

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 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, 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.

07/01/2002

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.

TERMINATION DUE TO INSUFFICIENT FUNDS

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.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

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 utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

RESOLUTION NUMBER 2015-166

BE IT RESOLVED, by the City Council of 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:

   Right-of-way acquisition program for Project CMAQ-3715 ( ), Project Reference Number 100064200 for intersections improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook; which Agreement is before this Council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the Agreement 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 9th day of November, 20 15.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting 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 9th day of November, 20 15, 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 the 9th day of November, 20 15.

City Clerk

Previously approved 11/9/2015

2015-167

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

Robert Bentley
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

June 24, 2015

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

RE: Jefferson County
Project No. CMAQ-3715( )
Proj. Ref. No. 100064201
Proj. Ref. No. 100064202
Intersection Improvements Cahaba Road/
US-280/Culver Road/Lane Park Road

Dear Mayor Oden:

I have enclosed the original Utility and Construction Agreement (and one copy) 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 and the copy, with original signature and the City Seal affixed to both to this office for further handing. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be included with the original Agreement, as well as with the copy.

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
Enclosure
C: Mrs. Sandra F. P. Bonner
File w/encl.

K-15-1349

AGREEMENT
FOR
UTILITY AND CONSTRUCTION

BETWEEN THE STATE OF ALABAMA '15 JUN 15 AM 8:42
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAQ-3715 ( )
Project Reference Number 100064201
Project Reference Number 100064202
Intersection Improvements Cahaba Road/US-280/Culver Road/Lane Park Road
in the City of Mountain Brook

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 CITY desire to cooperate in a utility and construction program for intersection improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook.

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2012 Moving Ahead for Progress in the 21st Century Act (MAP-21), as directed by the Birmingham Metropolitan Planning Organization (MPO), and hereinafter referred to as Congestion Mitigation and Air Quality Improvement Program Funds (CMAQ).

2015-167

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 and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.

(2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the CITY. In the event of an under run in construction costs, the amount of Federal Aid funds will be 80 percent of eligible costs.

(3) 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 are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Utilities	$500,000	$400,000	$100,000
construction, including engineering and inspection	$2,116,000	$1,692,800	$423,200
TOTAL	$2,616,000	$2,092,800	$523,200

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 as above noted and the CITY agrees to pay same to STATE; or in the event the cost is less than the estimate, the CITY will receive a refund accordingly from the STATE.

(4) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit. It is expressly understood by both

parties of this Agreement that all Federal funds will be CMAQ funds, attributable to the Birmingham area.

(5) The CITY will coordinate any required adjustments 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 a 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 or payment under state law.

(6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. Following receipt of bids and prior to the award of the contract, the STATE will invoice the CITY for its prorata share of the estimated construction cost as reflected by the bid of the successful bidder plus engineering and inspection cost, and the CITY will promptly pay this estimated cost before award of the contract. The STATE will not award the contract until it is in receipt of the estimated cost payable by the CITY as reflected by the bid of the successful bidder, plus the engineering and inspection cost.

(8) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System.

(9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein.

(10) The CITY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the CITY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(11) A final audit will be made of all Project records after 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 audit and this Agreement.

(12) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.

(13) 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.

(14) 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.

(15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.

(17) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(18) Exhibits M and N are attached and hereby made a part of this Agreement.

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 stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

ATTEST:

Steven Boone
City Clerk (Signature)

Steven Boone
Type name of Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

BY: Lawrence T. Oden
Mayor (Signature)

Lawrence T. Oden, Mayor
Type name of Mayor

THIS AGREEMENT AS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY:_____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

_____
East Central Region Engineer, DeJarvis Leonard, P. E.

_____
Multimodal Transportation Engineer,
Robert J. Jilla

_____
Chief Engineer, Ronald L. Baldwin, P. E.

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

_____
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 20 ____.

_____
GOVERNOR OF ALABAMA, ROBERT BENTLEY

2015-167

7/18/90 **Exhibit M**

CERTIFICATION

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 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, 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.

07/01/2002

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.

TERMINATION DUE TO INSUFFICIENT FUNDS

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.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

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 utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

Previously approved 11/9/2015

RESOLUTION NUMBER 2015-167

BE IT RESOLVED, by the City Council of 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:

   Utility and construction program for Project CMAQ-3715 ( ), Project Reference Numbers 100064201 and 100064202 for intersection improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook; which Agreement is before this Council.

2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.

3. That the Agreement 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 9th day of November, 2015.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting 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 9th day of November, 2015, 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 the 9th day of November, 2015.

City Clerk

Ordinance No. 1953

CITY OF MOUNTAIN BROOK

P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
www.mtnbrook.org

Disability Discrimination Grievance Procedure (Article VI of the City Code)

A recent review of the City's disability discrimination grievance procedure outlined in Ordinance 891 (adopted November 13, 1984), has been determined to be out of date. Ordinance No. 1953 is presented for Council review and consideration to implement such updates.

ARTICLE VI. – DISABILITY DISCRIMINATION GRIEVANCE PROCEDURE

Deleted: HANDICAP

• Sec. 2-324. – Procedure adopted; intent.

In the implementation of the Americans with Disabilities Act and the Rehabilitation Act, the city does hereby adopt the grievance procedure outlined in this article to ensure that prompt and equitable review is accomplished concerning complaints alleging handicapped discrimination. It is the intent of this article to incorporate appropriate due process standards, and to provide procedures for the local resolution of disability discrimination complaints filed by any member of the community, whether an employee or not.

Deleted: 31 CFR 51.55(d) of

Deleted: Federal

Deleted: handicapped

(Code 1996, § 2-41; Ord. No. 891, § 1, 11-13-1984)

• Sec. 2-325. – Compliance with the Americans with Disabilities Act and the Rehabilitation Act.

Deleted: Federal

It shall be the policy of the city to comply with the Americans with Disabilities Act and the Rehabilitation Act, which relate to discrimination on the basis of disability.

Deleted: the provisions of 31 CFR 51.55 of

Deleted: Federal

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Deleted: handicap

(Code 1996, § 2-42; Ord. No. 891, § 4, 11-13-1984)

• Sec. 2-326. – Policy regarding discrimination in city programs, employment, etc.

The city shall not discriminate on the basis of disability in admissions to or access to its services, programs, or activities. The city will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Deleted: handicapped

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Deleted: , or treatment or employment in,

Deleted: and

(Code 1996, § 2-43; Ord. No. 891, § 5, 11-13-1984)

• Sec. 2-327. – Procedure for filing and determining complaints.

Any person having a complaint concerning disability discrimination should follow the following procedure:

Deleted: handicapped

Deleted: shall

(1) Unless an alternative means of communication is needed to accommodate a disability as provided below, the complaint shall be reduced to writing by the person making the complaint on the form provided by the city clerk and shall be filed in the office of the city clerk no later than five days after occurrence of the incident. The city clerk shall have 45 days from receipt of the complaint within which to file, after investigation, an answer with the person initially filing the complaint.

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Deleted: .

(2) If the complainant is dissatisfied with the answer of the city clerk, said person may appeal the decision of the city clerk to the city manager. This appeal must be filed with the city clerk within 30 days from receipt of the decision of the city clerk.

(3) The city manager shall have 30 days within which to investigate and make a decision in writing to the complainant. This 30-day period shall be from the date the appeal was filed. A written decision shall be made by the city manager to the complainant within the 30-day period.

(4) If the complainant is dissatisfied with the decision of the city manager, the complainant shall, within 15 days, file an appeal with the city manager, which said appeal shall be to the city council. The person filing the complaint shall be given the opportunity to explain his position to the council prior to the council's decision.

(5) The city council shall have 30 days from receipt of the appeal within which to render its decision, which decision shall be final and binding.

(6) Alternative means of communication in the above grievance process may be utilized with or made available to persons with disabilities upon request (e.g. personal interviews, tape recordings, large print, Braille, or audio tape).

(Code 1996, § 2-44; Ord. No. 891, § 2, 11-13-1984)

• Sec. 2-328. – Responsibilities of city clerk.

(a) The city does hereby designate the city clerk to be responsible to coordinate efforts to comply with the Americans with Disabilities Act and the Rehabilitation Act. The city clerk may be contacted at City of Mountain Brook, 56 Church Street, Mountain Brook, AL 35213, (205) 802-3825, or through electronic mail (address available on the city's website).

Deleted: provisions of 31 CFR 51.55 of

Deleted: Federal

(b) The city clerk shall keep a record of all grievances concerning disability discrimination for at least three years.

Deleted: handicapped

(Code 1996, § 2-46, Ord. No. 891, §§ 3, 6, 11-13-1984)

Deleted: , and said records shall be open to the public and all interested parties for inspection.¶

ORDINANCE NO. 1953

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VI OF THE CITY CODE – DISABILITY DISCRIMINATION GRIEVANCE PROCEDURE

BE IT ORDAINED by the City Council of the City of the City of Mountain Brook, Alabama, that Chapter 2, Article VI of the City Code is hereby amended as follows:

1. "ARTICLE VI. – DISABILITY DISCRIMINATION GRIEVANCE PROCEDURE

Sec. 2-324. – Procedure adopted; intent.

In the implementation of the Americans with Disabilities Act and the Rehabilitation Act, the city does hereby adopt the grievance procedure outlined in this article to ensure that prompt and equitable review is accomplished concerning complaints alleging handicapped discrimination. It is the intent of this article to incorporate appropriate due process standards, and to provide procedures for the local resolution of disability discrimination complaints filed by any member of the community, whether an employee or not.

Sec. 2-325. – Compliance with the Americans with Disabilities Act and the Rehabilitation Act.

It shall be the policy of the city to comply with the Americans with Disabilities Act and the Rehabilitation Act, which relate to discrimination on the basis of disability.

Sec. 2-326. – Policy regarding discrimination in city programs, employment, etc.

The city shall not discriminate on the basis of disability in admissions to or access to its services, programs, or activities. The city will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Sec. 2-327. – Procedure for filing and determining complaints.

Any person having a complaint concerning disability discrimination should follow the following procedure:

(1) Unless an alternative means of communication is needed to accommodate a disability as provided below, the complaint shall be reduced to writing by the person making the complaint on the form provided by the city clerk and shall be filed in the office of the city clerk no later than five days after occurrence of the incident. The city clerk shall have 45 days from receipt of the complaint within which to file, after investigation, an answer with the person initially filing the complaint.

(2) If the complainant is dissatisfied with the answer of the city clerk, said person may appeal the decision of the city clerk to the city manager. This appeal must be filed with the city clerk within 30 days from receipt of the decision of the city clerk.

(3) The city manager shall have 30 days within which to investigate and make a decision in writing to the complainant. This 30-day period shall be from the date the appeal was filed. A written decision shall be made by the city manager to the complainant within the 30-day period.

(4) If the complainant is dissatisfied with the decision of the city manager, the complainant shall, within 15 days, file an appeal with the city manager, which said appeal shall be to the city council. The person filing the complaint shall be given the opportunity to explain his position to the council prior to the council's decision.

(5) The city council shall have 30 days from receipt of the appeal within which to render its decision, which decision shall be final and binding.

(6) Alternative means of communication in the above grievance process may be utilized with or made available to persons with disabilities upon request (e.g. personal interviews, tape recordings, large print, Braille, or audio tape).

Sec. 2-328. – Responsibilities of city clerk.

(a) The city does hereby designate the city clerk to be responsible to coordinate efforts to comply with the Americans with Disabilities Act and the Rehabilitation Act. The city clerk may be contacted at City of Mountain Brook, 56 Church Street, Mountain Brook, AL 35213, (205) 802-3825, or through electronic mail (address available on the city's website).

(b) The city clerk shall keep a record of all grievances concerning disability discrimination for at least three years."

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

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

4. **Effective Date**. This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 13th day of June, 2016.

_____
Council President

APPROVED: This 13th day of June, 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 June 13, 2016, as same appears in the minutes of record of said meeting, and published by posting copies thereof on June 14, 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
Cahaba River Walk, 3503 Overton Road

_____
City Clerk

CITY OF MOUNTAIN BROOK
ADA/Rehab Act Grievance Form
See Section 2-327, Code of the City of Mountain Brook

SECTION 1: COMPLAINANT INFORMATION

Name of Complainant | Telephone Number (including area code)

Mailing Address

City | State | Zip

Person Preparing Complaint (if different from Complainant) | Relationship to Complainant (if difference from Complainant)

SECTION 2: GRIEVANCE INFORMATION

Alleged Violation Date(s)

Alleged Violation Time(s)

Location of Your Grievance

Description of Alleged Violation (attach additional pages if necessary)

Requested Remedy for Violation (attach additional pages if necessary)

Has Your Grievance Been Filed With a State or Federal Agency?

☐ YES ☐ NO

Name of Agency | Date Filed | Contact Person

Other Comments

SECTION 3: SIGNATURE

Signature | Date

Upon request, reasonable accommodation will be provided in completing this form. The completed form should be submitted to the City Clerk.