

**MOUNTAIN BROOK CITY COUNCIL  
PRE-MEETING DISCUSSION  
JULY 13, 2015**

---

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:00 p.m. on Monday, the 13th day of July, 2015. The Council President called the meeting to order and the roll was called with the following results:

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

**Absent:** None

Also present were City Attorneys Carl Johnson and Steve Stine, City Manager Sam Gaston, and City Clerk Steven Boone.

**1. AGENDA**

1. Proposed amendments to the Telecommunication Towers ordinance to include regulations for mini-cell sites – Dana Hazen (Appendix 1)

City officials and City Attorney will refine the draft to consider other issues including, but not limited to, the following: 1) requiring the installation of new poles be approved by the City Council, 2) an approval procedure for installations on private property, and 3) a fee structure for installations.

2. RFP's for sports and playing field lighting project – Shanda Williams (Appendix 2)

Council member Pritchard and Carl expressed objections to proceeding with the study considering the Board of Education's lack of interest. The City Manager and Park Board Superintendent were asked to talk with Mountain Brook Athletics and Mountain Brook Soccer representatives to gauge their interest before proceeding with the development of the bid specifications.

3. ALDOT agreement for roundabout in Mountain Brook Village – Sam Gaston (Appendix 3)

The Council wants to see the final plans and obtain a formal agreement or resolution from the City of Birmingham committing to share equally with the City the total match and engineering costs before proceeding.

4. Brookwood Road/Crosshill Road traffic improvement recommendations – Richard Caudle of Skipper Consultants (Appendix 4)

The City Manager was instructed to mail notices to area residents informing them of the Council's consideration on July 27, 2015 at 7 p.m. of the installation of two (2) stop signs on Brookwood Road at its intersection with Crosshill Road.

5. Installation of a fire hydrant to serve the new Piggly Wiggly grocery store being constructed in Crestline Village on Vine Street (Resolution No. 2015-099 was added to the formal agenda)

6. Public nuisance due to the overgrowth of grass and weeds pursuant to Ala. Code §11-67-60 for the property owned by Jajiha, Raju and Padmalatha Mungara located at 4599 Briar Glen Drive (Resolution No. 2015-100 was added to the formal agenda)

A handwritten signature in blue ink that reads "Steven Boone". The signature is written in a cursive style with a large initial 'S'.

---

City Clerk

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ADOPT REGULATIONS FOR SMALL CELL TECHNOLOGY IN THE PUBLIC RIGHT OF WAY IN THE CITY OF MOUNTAIN BROOK, ALABAMA

WHEREAS, the City Council of the City of Mountain Brook is charged with the protection of the public health, safety, and welfare of the citizens of Mountain Brook, Alabama ("City"); and

WHEREAS, the installation, expansion, maintenance, and aesthetics of wireless support structures for Small Cell Technologies (as hereinafter defined) in City rights-of-way can have significant impacts upon: (1) other uses within the right-of-way; (2) safety of the travelling public; (3) property values of adjacent parcels; (4) the historic and aesthetic character of the City; and (5) the public health, safety, and welfare of citizens utilizing the roads and nearby properties; and

WHEREAS, the City seeks to ensure the safe and efficient integration of facilities necessary for the provision of broadband and other advanced wireless communication services throughout the City; and

WHEREAS, the City seeks to ensure the ready availability of reliable wireless communication services to the public to support personal communications, economic development, and the general welfare; and

WHEREAS, the City seeks to encourage, where feasible, the modification or collocation of Small Cell Technologies on existing support structures over the construction of new wireless support structures; and

WHEREAS, the Federal Telecommunications Act allows local governments to provide for reasonable regulations over the location, expansion, height, and maintenance of telecommunications facilities so long as service is not prohibited; and

WHEREAS, the City seeks to create certain requirements for applicants to obtain a wireless support structure permit for wireless support structures within the City rights-of-way in support of Small Cell Technologies, which ensure adequate wireless coverage while preserving the health, safety, and welfare of the citizens of the City, as well as preserving the aesthetic and historic nature of certain areas in the City; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama, as follows:

conceals the structure; achieves the result of having the structure blend into the surrounding environment; or otherwise minimizes the visual impact of the structure.

Section 2: A new Section 12-xx shall be inserted to read as follows:

"Sec. 12-xx Placement of Small Cell Technology in the Right of Way. The following Standards shall apply for the placement of Small Cell Technology in the public right of way, or on a public road, city easement or any other City property

(a) Any Small Cell Technology in a City right-of-way shall be co-located on the property of a utility, or other franchisee, legally existing in the public right-of-way unless the applicant can demonstrate that no co-location opportunities exist in the area of need. If the applicant demonstrates that no co-location opportunities exist; the applicant may apply for a variance to allow for a Small Cell Wireless Support Structure within the area of the public right-of-way.

(b) In determining whether to issue a variance allowing the installation of a Small Cell Technology Wireless Support Structure within the right-of-way, the City Manager, or his or her designee, shall consider the following factors and make a determination if it is appropriate:

1. Demonstrated need for the Small Cell Technologies within the geographic area requested in order to deliver adequate service;

2. Proof that all co-location sites in the area of need were pursued and have been denied, or that there does not exist the ability to co-locate using existing structures. The Applicant must demonstrate all actions taken to achieve collocation.

3. The character of the area in which the Small Cell Technology Wireless Support Structure is requested, including evidence of surrounding properties and uses;

4. Stealth Technology, if any, proposed to be utilized by the Applicant, or proof that Stealth Technology is either: (a) unnecessary; or (b) cannot be used.

5. Proof that the proposed Small Cell Technology Wireless Support Structure is the minimal physical installation which will achieve the Applicant's goals.

6. The safety and aesthetic impact of any proposed Small Cell Technology Wireless Support Structure, related accessory equipment, and/or Equipment Compound.

Section 1: A new Chapter 12, shall be inserted to read as follows:

Chapter 12 - Small Cell Technology

"Sec. 12-xx Definitions

As used in this chapter, the term:

(1) "Accessory Equipment" means any equipment serving or being used in conjunction with Small Cell Technology or a Small Cell Technology Wireless Support Structure and includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets, and storage sheds, shelters, or similar structures.

(2) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals used in the provision of all types of wireless communication services.

(3) "Application" means a formal request submitted to the City to construct a Small Cell Technology Wireless Support Structure. An application shall be deemed complete when all documents, information, and fees specifically enumerated in the City's regulations, ordinances, and forms pertaining to the location, construction, or operation of wireless facilities are submitted by the applicant to the City.

(4) "Collocation" means the placement or installation of new Small Cell Wireless Technology on the property of a utility, or other franchisee, legally existing in the public right of way. Such term includes the placement of accessory equipment within an existing equipment compound.

(5) "Equipment Compound" means an area surrounding or adjacent to the base of a wireless support structure within which accessory equipment is located.

(6) "Small Cell Technology" means: (1) individual small cell wireless antennas; or (2) networks of spatially separated small cell wireless antenna nodes connected to a common source via transport medium that provides wireless service within a geographic area or structure commonly referred to as Distributed Antenna Systems."

(7) "Small Cell Technology Wireless Support Structure" means a freestanding structure, designed to support or capable of supporting Small Cell Technology wireless facilities.

(8) "Stealth Technology" means a method of concealing or reducing the visual impact of Small Cell Technology and/or Small Cell Technology Wireless Support Structures by use of incorporating features or design elements of the installation which either totally or partially

(c) Within 90 calendar days of the date an application is filed with the City, unless another date is specified in a written agreement between the local governing authority and the applicant, the local governing authority shall:

1. Make its final decision to approve or disapprove the application; and

2. Advise the applicant in writing of its final decision.

(d) Within 30 calendar days of the date an application is filed with the City, the City shall notify the applicant in writing of any information required to complete the application. To the extent additional information is required to complete the application, the time required by the applicant to provide such information shall not be counted toward the 90 calendar day review period set forth in this subsection.

(e) Any appeal of a decision rendered pursuant to the Code Section shall be made by Writ of Certiorari to the Superior Court of Jefferson County, Alabama.

Section 3. Repealer. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.

Section 4. Severability. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 5. 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: The \_\_\_ day of \_\_\_, 2015.

Virginia C. Smith, Council President

APPROVED: The \_\_\_ day of \_\_\_, 2015.

Lawrence T. Odum, Mayor

APPENDIX 1

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 \_\_\_\_\_, 2015, as same appears in the minutes of record of said meeting, and published by posting copies thereof on \_\_\_\_\_, 2015, at the following public places, which copies remained posted for five (5) days as required by law.

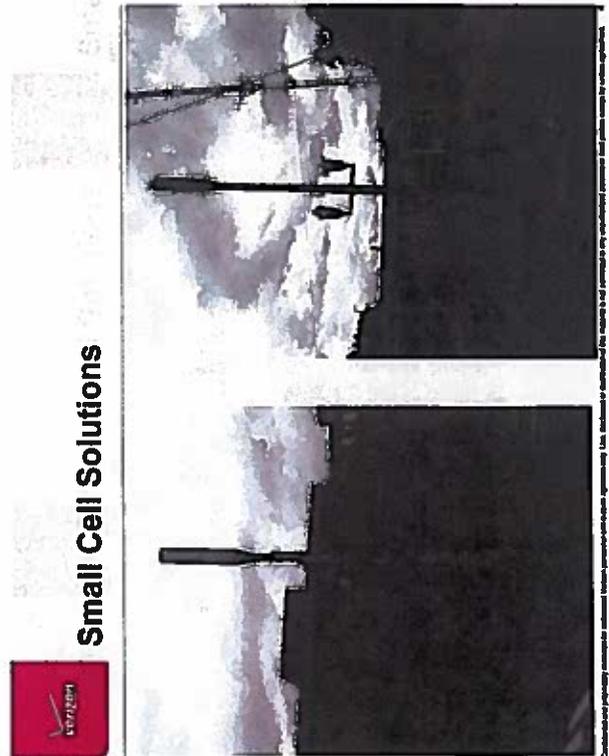
City Hall, 56 Church Street      Gilchrist Pharmacy, 2805 Cahaba Road  
Overton Park, 3020 Overton Road      The Invitation Place, 3150 Overton Road

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



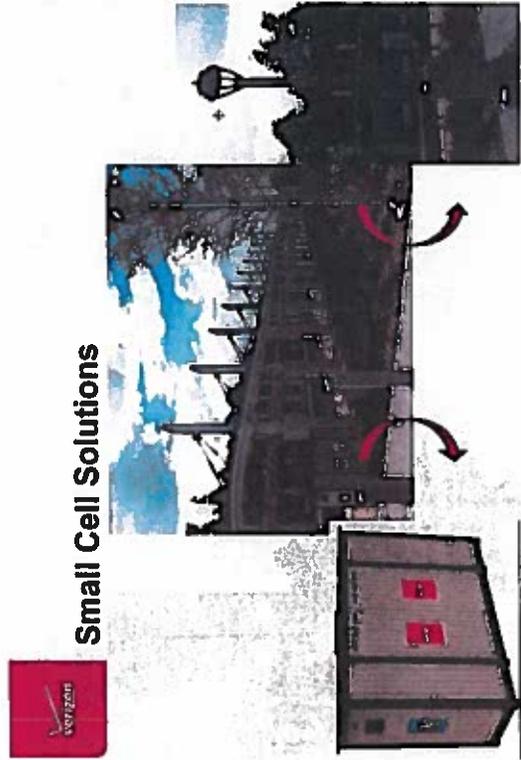
Small Cell Solutions

Customer and property owners in Mountain Brook are hereby notified that the locations of the towers and antennas are subject to any environmental permits or other permits required by state agencies.



Small Cell Solutions

Customer and property owners in Mountain Brook are hereby notified that the locations of the towers and antennas are subject to any environmental permits or other permits required by state agencies.



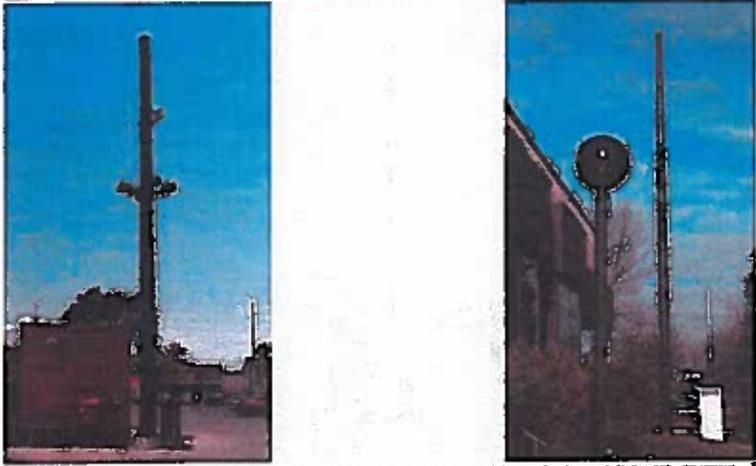
Small Cell Solutions

Customer and property owners in Mountain Brook are hereby notified that the locations of the towers and antennas are subject to any environmental permits or other permits required by state agencies.

APPENDIX 1



### Small Cell Solutions



Confidential property details for submitted Verizon permit applications only. Use, location or distribution of the equipment is permitted only under the terms of the permit or license agreement.



Confidential property details for submitted Verizon permit applications only. Use, location or distribution of the equipment is permitted only under the terms of the permit or license agreement.



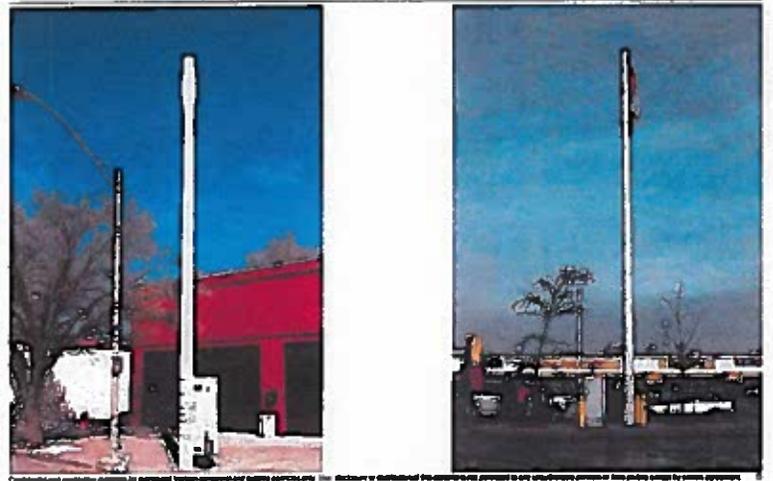
### Small Cell Solutions



Confidential property details for submitted Verizon permit applications only. Use, location or distribution of the equipment is permitted only under the terms of the permit or license agreement.



### Small Cell Solutions



Confidential property details for submitted Verizon permit applications only. Use, location or distribution of the equipment is permitted only under the terms of the permit or license agreement.

### APPENDIX 1



## Small Cell Solutions



Copyright and proprietary content by authorized Verizon personnel and agents only. Use, disclosure or distribution of this material is prohibited in any unauthorized format or for any purpose except by written agreement.



## Small Cell Antenna

**KATHFIELD  
SCALA DIVISION**

640 10515 640 10516

Dual-band 700 MHz X-pol Tri-sector Antenna  
800-900 MHz  
1710-1770 MHz

- Superior dual band antenna for use on all configurations, covering all existing antenna arrays for both cell operators and providers for future systems
- Wide bandwidth
- Enhanced performance characteristics
- High strength dielectric system
- Easy mounting system in independently applications

Mechanical Properties	
Material	Aluminum
Weight	1.5 lbs
Dimensions	10" x 10" x 10"
Mounting	Standard
Frequency	700 MHz
Power	100W
Gain	15 dBi
Beamwidth	120°
Impedance	50 Ohms
Connector	N-type
Roaming	Yes
Temperature	-40 to 70°C
Humidity	5% to 95%
Wind Speed	100 mph
Vibration	10g
Shock	10g
Life	10 years
Warranty	3 years

Performance Properties	
Frequency	700 MHz
Power	100W
Gain	15 dBi
Beamwidth	120°
Impedance	50 Ohms
Connector	N-type
Roaming	Yes
Temperature	-40 to 70°C
Humidity	5% to 95%
Wind Speed	100 mph
Vibration	10g
Shock	10g
Life	10 years
Warranty	3 years



Copyright and proprietary content by authorized Verizon personnel and agents only. Use, disclosure or distribution of this material is prohibited in any unauthorized format or for any purpose except by written agreement.

## APPENDIX 1

July 7, 2015

Dear Council Members,

The Park Board would like to upgrade the lighting at the sports fields around Mountain Brook. They are specifically interested in using Musco brand lights. I created a RFP to engage an electrical engineer to evaluate our current lights and see what would be necessary to proceed with the upgrades. I received four responses from the following companies: CCE, Gunn & Assoc, Fisher Arnold, and Jackson, Renfro & Assoc.

After studying their submissions, I created a comparison chart with the important information they provided. It has been attached for you to view.

Of these four, I feel Gunn & Associates would be the best fit for us. They have the most noted experience with renovating sports fields, specifically lighting projects at Trussville and Vestavia. Most of the others listed new projects, which I feel is not comparable to our needs. They also have worked with Musco before and are familiar with their product.

Because the total fees to evaluate all the fields are so high, I suggest breaking the project down and completing a few fields at a time. I would like to complete all the listed fields at the high school, Mountain Brook Elementary, and Brookwood Forest Elementary since these are the most used fields. The engineer fees would be less than \$49,440. The quotes given for MBE could be reduced because it includes the tennis courts which would be the Board of Education's responsibility. Then Crestline Elementary, Cherokee Bend Elementary, MB Jr. High, and possibly Overton Park tennis courts could be completed for less than \$37,295. School tennis courts were included in these quotes as well.

Another aspect to keep in mind is the total cost of actually changing the lights. CCE gave us an estimate of these costs. Using their figures, completing MBHS, MBE, and BWF would cost \$890,000. This is a total of \$939,440 for engineer fees and lights.

These costs are supposed to be offset by the amount of savings we would incur from the electrical bill. The way I understand it, our bill will be reduced because:

1. We would not need as many fixtures since the Musco lights are brighter
2. The Musco lights are more efficient and cost less to operate than the fixtures we have now.

While this savings is good, it is not quick. I think if you decide to go ahead with this project, it would mostly be for the betterment of the fields and safety of the kids.

I would also like to share that while I was checking references for Gunn & Associates, Brian Vinson from Trussville stated that he really loved the Musco lights. He said it has made a great difference on their fields. I think the lights would make our fields better also. It's just a matter of how much the city is willing to pay up front to have them.

Sincerely,

Shanda Williams



City of Mountain Brook  
36 Church Street  
Mountain Brook, AL 35213  
(205) 802-3800  
www.mtnbrook.org

**Request for Proposals (RFP)**

Date: May 13, 2015  
To: Open Invitation to all Electrical Engineering Firms  
From: The City of Mountain Brook Department of Parks & Recreation  
Re: Professional Services in Upgrading Athletic Field Lighting

**I. GENERAL INFORMATION**

The City of Mountain Brook is accepting Requests for Proposals from qualified Electrical Engineering firms to assist in all aspects of the upgrading of the lighting at various athletic fields within the city. Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at: [www.mtnbrook.org](http://www.mtnbrook.org)

Issue date: Friday, May 13, 2015  
Final Questions due: Tuesday, May 26, 2015 by 12:00 PM  
Final Answers posted by: Thursday, May 28, 2015 by 12:00 PM  
Proposals due: Monday, June 8, 2015 by 12:00 PM

Inquiries/submissions to: Shanda Williams, Superintendent  
Mountain Brook Parks and Recreation  
3488 Bethune Drive, Mountain Brook, AL 35223  
williams@mtmtnbrook.org

**II. QUALIFICATIONS**

All engineers submitting proposals must be licensed Electrical Engineers in the State of Alabama. All engineers must submit references of at least three similar jobs that they have completed within the last three years. The selection of the electrical engineering firm and the lighting bids will require approval from city boards, commissions, and/or City Council.

**III. PROJECT DESCRIPTION**

The purpose of the project is to upgrade the athletic field lighting on various fields to be more in line with the National Park and Recreation Standards. The city is requesting that a qualified electrical engineering firm coordinate the project. This will entail developing plans and specifications, creating electrical design, conducting the administrative and on-site responsibilities of the project bidding process and assist the city in evaluating the bids.

The following athletic fields may be included in this project:

Sports Complex Ball Fields 1, 3, 4, 5, 6, 7	Crestline Elementary (BOE)
Lower Soccer Fields	Brookwood Forest Elementary (BOE)
High School Tennis Courts	Cherokee Bend Elementary (BOE)
Overton Park Tennis Courts	Mountain Brook Elementary (BOE)
Mountain Brook Junior High (BOE)	

The City reserves the right to delete projects from the list and/or include additional projects as required. The Board of Education (BOE) shall notify the City and engineer as to whether their lighting upgrades are to be included in the invitation to bid based on pricing estimates to be prepared by the engineer after designing the upgrades. A map of the High School Sports Complex has been provided as Attachment A on page 6. For additional information on the City Mountain Brook's Parks and Recreation Department and athletic fields, please visit: [www.mtnbrook.org](http://www.mtnbrook.org)

**IV. 1. SCOPE OF WORK: The Electrical Engineer's Responsibilities**

Please carefully read the following information that details the City's expectations in relation to the lighting upgrades. The selected consultant will provide the City with professional services to realize the successful completion of improved lighting on athletic fields within the city. The electrical engineer will be responsible for coordinating all work with contractors. The list and order of activities outlined below may be amended and finalized with the electrical engineer. The scope of work includes, but is not limited to, the following elements:

- A. Designing the electrical design as needed and sports lighting specifications using Innes Sports Lighting Light Structure Sports Cluster Green Lighting System as the basis of design.
- B. Prepare cost estimates of the upgrades by area or field
- C. Creating a complete bid packet with all supporting documents.
- D. Assisting the city in evaluating all bids received for compliance with the design and specifications.
- E. Reviewing information as submitted by the successful bidder for compliance with the design and specifications.
- F. Overseeing the completion of the project in its entirety.
- G. Making sure contractors comply with all safety codes and that all facilities are properly secured during the construction period.
- H. Completing the final inspection, ensuring that all aspects of the project are installed correctly, meets all local codes, and is operational.
- I. Attending any and all meetings necessary to seek approvals or give updates on the project.

APPENDIX 2

**2. SCOPE OF WORK: The City's Responsibilities**

The City of Mountain Brook will provide the following:

- A. A site plan with all dimensions of each field as well as current electrical information if available.
- B. The advertisement and solicitation of bids.
- C. A contact person who can be available to assist contractors with access to facilities.

**V. RFP SUBMITTAL**

Please limit the length of the response to this RFP to approximately 20 single sided pages and include the following:

- 1.) Technical Proposal consisting of:
  - a. A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
  - b. A scope of work that includes steps to be taken, including any products or deliverables resulting from each task;
  - c. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
  - d. A proposed schedule that indicates project milestones and overall time for completion;
  - e. Any other information deemed necessary to address the requests of this RFP.
- 2.) Cost Proposal consisting of:
  - a. A composite schedule by field/ task of direct labor hours;
    - Field list may be altered, so an itemized list is requested. One engineering firm will be selected to complete the finalized list of fields.
  - b. An itemized schedule of all estimated expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant.

Responses to this RFP must be received per the schedule outlined on Page 1 to be considered. Proposals must be submitted in a digital format (PDF), either via email or mailed CD. Applicants will receive a confirmation email once their proposal is received. Please ensure that the document is easily printable in an 8.5x11 format.

Additional requirements are as follows:

- Proposers are solely responsible for ensuring that proposals arrive on time.
- Each consultant **MUST** provide their submittal electronically as a PDF.
- Faxed proposals **WILL NOT** be accepted.
- Late replies **WILL NOT** be considered.

**VI. EVALUATION CRITERIA & SELECTION PROCESS**

Each proposal will be evaluated by a Selection Committee for responsiveness to the requirements of this RFP.

- A. Evaluation Criteria shall include, but are not necessarily limited to:
  - a. Priority assigned to City projects
  - b. Expertise in athletic lighting
    - I. Resume of key individuals
  - c. Managerial capability
  - d. Familiarity with Federal, State and local codes, conditions and ordinances where essential to proper performance
  - e. Past performance record and relevant experience
    - I. The firm selected and principal-in-charge of the project shall be experienced in the design and construction of all aspects of athletic lighting
    - II. References showing names, addresses, and phone numbers
  - f. Cost proposal
  - g. Overall quality of firm and proposal
- B. Two or more firms submitting proposals may be requested to make an oral presentation to the Selection Committee to show samples of previous work, explain their proposal, and answer questions.

At the conclusion of the Selection Committee's evaluation of applicants, a recommendation will be presented to the City Council for their approval.

**VII. ANTICIPATED SCHEDULE**

The City anticipates the final selection of the engineering firm in June of 2015. The City reserves the right to amend dates. While this timeline may be subject to change, all participating parties will be notified.

- Week of June 8 – Review of RFP submittals and final selection
- Monday, June 22 or July 13 – City Council approval
- Project kick-off should be within two weeks of City Council approval

**VIII. TERMS & CONDITIONS**

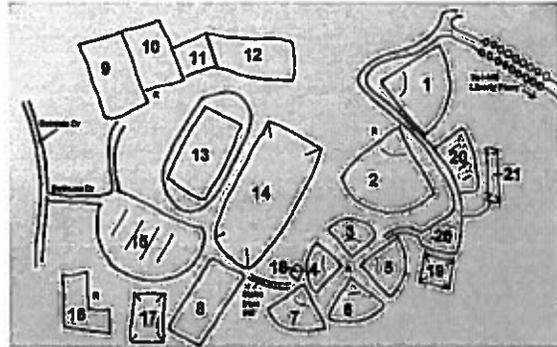
**Communications**

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFP process via email. Responses to all submitted questions will be posted on the City website at: [www.mtsbrosok.com](http://www.mtsbrosok.com). Questions concerning this RFP must be received via email per the schedule outlined on page 3. Inquiries received after this date will not be considered or answered. Respondents should not communicate with any City department, employee, or City Official during the submission process except as described above. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

**ATTACHMENT A**

**Mountain Brook High School Sports Complex**

\* Denotes fields and tennis courts included in the RFP



- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1. *Field 1 – park baseball           | 12. MBHS football practice field  |
| 2. Field 2 – MBHS baseball            | 13. MBHS football stadium & track |
| 3. *Field 3 – park baseball           | 14. Mountain Brook High School    |
| 4. *Field 4 – park baseball           | 15. Main Parking lot              |
| 5. *Field 5 – park baseball/softball  | 16. *Tennis Courts                |
| 6. *Field 6 – park baseball           | 17. MBHS Gymnasium                |
| 7. *Field 7 – MBHS/park softball      | 18. Sports Complex playground     |
| 8. Upper Soccer Field – MBHS          | 19. MB Gymnastics                 |
| 9. *Lower Large Soccer field – park   | 20. Parking for baseball, 2 lots  |
| 10. *Lower Middle Soccer field – park | 21. Park and Recreation Offices   |
| 11. *Lower Small Soccer field – park  | R – Restrooms                     |

APPENDIX 2

**Other Items**

Costs for preparing Proposal in response to this request are solely the responsibility of the respondent. The City of Mountain Brook reserves the right to accept or reject any or all proposals, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final.

The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFP will become the property of the City upon delivery. This solicitation in no way obligates the City of Mountain Brook to award a contract.

**General Compliance with Laws:** the Consultant shall comply with all applicable Federal, State and local laws. The City of Mountain Brook participates in the E-Verify program and will require a Memorandum of Understanding from the selected firm. Failure to comply could result in disqualification.

**Equal Opportunity:** the selection of the firm shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The City of Mountain Brook is an Equal Opportunity Employer and encourages proposals from all qualified businesses.

It will be necessary for responding parties to comply fully with the terms and conditions outlined in this document if they are to be considered. A letter attesting that the respondent has read, understands, and has followed all procedures is a part of this RFP must be included as part of the final submittal (see Attachment B).

**ATTACHMENT B**

**Understanding of RFP Procedure, Terms and Conditions**

*This page to be returned with qualifications submittal*

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Electrical Engineering Firm: \_\_\_\_\_

Representative's Printed Name: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Field Name	CCE		Gurn & Associates	
	Design Fee	Est cost	Design Fee	Est cost
Ball Field 1	6,435.00	120,000.00		
Ball Field 3				
Ball Field 4				
Ball Field 5				
Ball Field 6	7,865.00	185,000.00		
Ball Field 7	3,785.00	85,000.00		
All Ball Fields 1-7	28,170.00	380,000.00	16,480.00	
Lower Soccer Fields	18,370.00	140,000.00	9,890.00	
High School Tennis	6,840.00	110,000.00	7,400.00	
Overton Park Tennis	8,025.00	80,000.00	8,800.00	
MS Junior High	4,860.00	78,000.00		
<i>lights courts</i>	4,465.00	100,000.00	10,100.00	field and tennis
Crestline Elem	13,880.00	90,000.00		
<i>lights courts</i>	3,690.00	80,000.00	13,700.00	field and tennis
Brookwood Forest	8,480.00	188,000.00	9,890.00	
Cherokee Bend	8,070.00	100,000.00	7,800.00	
MS Elementary	3,890.00	100,000.00		
<i>lights courts</i>	3,890.00	80,000.00	8,340.00	field and tennis
<b>Totals</b>	<b>281,130.00</b>	<b>\$1,675,000.00</b>	<b>286,738.00</b>	
Discount for all	288,000.00			
Experience with Athletic Lights (Highlights)	*Renovation of light towers from Lower Soccer Fields *Al State U Football Stadium- T M *New U Intermun. Bldg- T M *Overton HS Football Field- T M *Walsingham Sports Complex- T M *Dunbar Park Lighting- R M		*Vestavia Field light- R *Trussville Field light- R *City Montgomery, Crumpton Bowl- R *Orange Beach Soccer- R *AJM Football Stadium lights- T *Troy U Softball- T *loss of HS football stadium- ?	
N-new R- Renovated M- Musco	*Regions Field- N M *MHS Gymnasium, field house, parking lot, MSE, MS, N & R		*Clemson Brooks Complex- N *Montevallo Lacrosse- R *Vestavia, Spauldinger- N M *Bainford U Track/Soccer- N *Mordern Jordan HS- M? *Culman HS Football- R M *Covenant College Bldg- N	
Key People	*Frank Carter PE *C. Wade Parker *Jason Beckler *Janice Lewis Bailey PE		**Karey Gurn, Jr. President *J. Barry Givens PE, VP	
** has the most listed athletic field experience				
Timeline	38 weeks based on all being one project or 4 weeks per field for upgrades & 8 weeks for new construction		48 weeks design: 80 days City review, bid, & contracts: 75 days Construction: 180 days	
Other:	Has experience with Musco. Each person has experience with athletic fields listed in resume. Included field lighting and layouts of all fields.		Has experience with several athletic field renovations. Listed Musco's Jimmy Jumper on References, but did not specify which projects used Musco.	

Field Name	Fisher Arnold		Jackson, Renfro & Azepp	
	Design Fee & CONSL. ADMIN	Est cost	Design Fee	Est cost
Ball Field 1				
Ball Field 3				
Ball Field 4				
Ball Field 5				
Ball Field 6				
Ball Field 7				
All Ball Fields 1-7	11,400.00			
Lower Soccer Fields	8,200.00			
High School Tennis	6,200.00			
Overton Park Tennis	8,200.00			
MS Junior High				
<i>lights courts</i>	10,000.00	field and tennis		
Crestline Elem	13,000.00			
<i>lights courts</i>	0.00	not quoted		
Brookwood Forest	8,600.00			
Cherokee Bend	8,800.00			
MS Elementary	4,800.00			
<i>lights courts</i>	0.00	not quoted		
<b>Totals</b>	<b>88,800.00</b>		<b>0.00</b>	
Discount for all				
Experience with Athletic Lights (Highlights)	* U of Montevallo softball field N *Montevallo HS softball/baseball N M *U of Montevallo baseball field, N M *U of Montevallo intramural fields- N M *Regions Field- N M		*Clemson Brooks Complex- N *Montevallo Lacrosse- R *Vestavia, Spauldinger- N M *Bainford U Track/Soccer- N *Mordern Jordan HS- M? *Culman HS Football- R M *Covenant College Bldg- N	
N-new R- Renovated M- Musco	*MHS Gymnasium, field house, parking lot, MSE, MS, N & R		*Clemson Brooks Complex- N *Montevallo Lacrosse- R *Vestavia, Spauldinger- N M *Bainford U Track/Soccer- N *Mordern Jordan HS- M? *Culman HS Football- R M *Covenant College Bldg- N	
Key People	*Nick Bryson PE, MEM *Joseph Kauter PE **Brian Johnson, designer *Gideon Wainio, project manager		*Philip Black PE- 1 sports field *2 other partners, but no mention of their names or credentials	
** has the most listed athletic field experience				
Timeline	Complex-60 days Crestline Elem- 45 days Everything else - 30 days each		58 weeks	
Other:	Mostly new construction. Seems to have a lot of experience with Musco, but did not list any specific athletic field projects in any individual resumes. Athletic fields was mentioned once on Brian Johnson's page.		Mostly new construction. Amended terms of RFP: IV-1-G: Not accept responsibility for contractors following safety codes and locked facilities. Also did not bid pricing because of state board ethics requirements.	



ALABAMA DEPARTMENT OF TRANSPORTATION

EAST CENTRAL REGION 100 CORPORATE PARKWAY SUITE 480 HOOPER, AL 35242 P.O. BOX 302348 BIRMINGHAM, AL 35238-2348 TELEPHONE: (205) 327-4802 June 24, 2015



John R. Owsen TRANSPORTATION DIRECTOR

The Honorable Lawrence T. Oden Mayor, City of Mountain Brook City Hall P.O. Box 130000 Mountain Brook, Alabama 35213

RE: Jefferson County Project No. CMAAQ-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 handling. 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, Deloris Leonard, P.E. East Central Region Engineer

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

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

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:

Table with 4 columns: Utilities construction, including engineering and inspection; Total Estimated \$300,000; Estimated Federal Funds \$400,000; Estimated CITY Funds \$100,000. Row 1: Utilities construction, including engineering and inspection; Row 2: TOTAL.

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

APPENDIX 3

K-15-1349

AGREEMENT FOR UTILITY AND CONSTRUCTION BETWEEN THE STATE OF ALABAMA AND THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAAQ-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 (CMAAQ).

parties of this Agreement that all Federal funds will be CMAAQ 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

4

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 (7/24<sup>th</sup> Law).
- (18) Exhibits M and N are attached and hereby made a part of this Agreement.

5

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereto 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 OF MOUNTAIN BROOK, ALABAMA

City Clerk (Signature) BY: Mayor (Signature)

Type name of Clerk 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. Jille

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

6

APPENDIX 3

7/18/98

CERTIFICATION

Exhibit M

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 amendments, 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.

AGREEMENT FOR UTILITY AND CONSTRUCTION BETWEEN THE STATE OF ALABAMA 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).

APPENDIX 3

RESOLUTION NUMBER \_\_\_\_\_

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: 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 \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

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 \_\_\_ day of \_\_\_\_\_, 20 \_\_\_, 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 \_\_\_ day of \_\_\_\_\_, 20 \_\_\_.

City Clerk

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:

Table with 4 columns: Utilities construction, Total Estimated, Estimated Federal Funds, Estimated CITY Funds. Rows include Utilities construction, including engineering and inspection, and a TOTAL row.

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.

3

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.

- (13) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties herein.
- (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 (7/24<sup>th</sup> Law).
- (18) Exhibits M and N are attached and hereby made a part of this Agreement.

5

APPENDIX 3

- (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

4

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereto 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 OF MOUNTAIN BROOK, ALABAMA  
 BY: \_\_\_\_\_  
 City Clerk (Signature) Mayor (Signature)  
 \_\_\_\_\_  
 Type name of Clerk 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

6

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-L.L.L., "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.

RESOLUTION NUMBER \_\_\_\_\_

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-3713 ( ), Project Reference Numbers 100064201 and 100064202 for intersection improvements Cababa 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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, 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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

APPENDIX 3

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.

**Brookwood Road at Crosshill Road**

The intersection of Brookwood Road at Crosshill Road was examined to determine the scope of both non-widening and widening projects which could alleviate existing traffic congestion experienced at the intersection. The general study area for the analysis is shown in Figure 1.



Figure 1. Site Location Aerial

In the vicinity of the intersection, Brookwood Road is a two lane roadway with a posted speed limit of 30 miles per hour. Crosshill Road is a two lane roadway with no posted speed limit. The configuration of the intersection is an offset intersection, forming two traffic triangles on Brookwood Road, separated by approximately 165 feet. The configuration of the intersection of Brookwood Road at Crosshill Road and the current location of stop signs is shown in Figure 2.

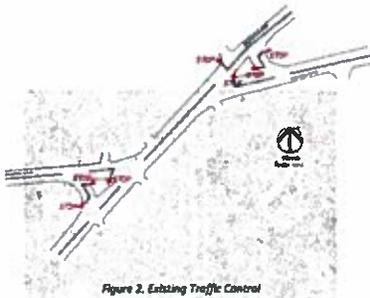


Figure 2. Existing Traffic Control

**Existing Intersection Turning Movement Traffic Counts**

An existing intersection turning movement traffic count was performed at the intersection of Brookwood Road at Crosshill Road on Wednesday to Thursday, March 11 to 12, 2015, during the hours of 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m., by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The traffic count data is included in Appendix A. Peak hour turning movement traffic volumes are illustrated in Figure 3.

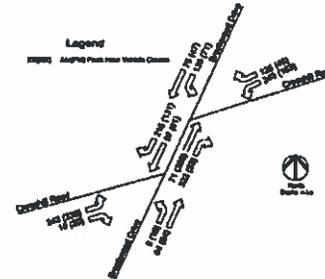


Figure 3. Existing Intersection Turning Movement Traffic Counts

**Existing Intersection Capacity Analysis and Queue Calculations**

Existing a.m. and p.m. peak hour intersection capacity analyses and queue calculations were performed for the intersection of Brookwood Road at Crosshill Road using the methods of analysis contained in the Highway Capacity Manual, published by the Transportation Research Board. Capacities are expressed as levels of service, and range from a level of service "A" (highest quality of service) to a level of service "F" (jammed conditions). As a general rule, operation at a level of service "C" or better is desirable, with a level of service "D" considered acceptable during the peak hours of traffic flow. The results of the intersection capacity analyses and queue calculations are included in Appendix B and are summarized in Table 1.

Table 1. Existing Intersection Capacity Analysis and Queue Calculations

Approach	Movement	AM Peak			PM Peak			
		LOS	Delay	Queue	LOS	Delay	Queue	
Brookwood Road at Crosshill Road (North)	Brookwood Road Westbound	Left	F	52	B	34	100'	
	Brookwood Road Northbound	Right	C	17	A	9	0'	
	Brookwood Road Southbound	Left	F	108	B	9	85'	
	Brookwood Road Southbound	Through	F	66	ABD	A	10	70'
	Overall Intersection	D	34	A	8			
Brookwood Road at Crosshill Road (South)	Brookwood Road Eastbound	Left	D	33	ABD	A	12	105'
	Brookwood Road Northbound	Left	A	6	B	7	0'	
	Brookwood Road Northbound	Through	A	4	B	2	25'	
	Brookwood Road Southbound	Through	A	3	D	4	0'	
	Overall Intersection	C	13	A	7			

Note: Delay is expressed in average seconds per vehicle

**Crash History**

Crash information for the intersection of Brookwood Road at Crosshill Road was provided by the City of Mountain Brook Police Department for 2012, 2013, and 2014. During the period, there were three crashes related to the intersection of Brookwood Road at Crosshill Road. One crash was a rear-end crash on Crosshill Road eastbound. Two crashes were right angle crashes, with one of the crashes occurring on Crosshill Road eastbound and the other crash on Crosshill Road westbound. A crash diagram is provided in Figure 4.

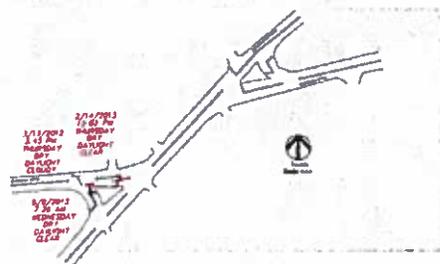


Figure 4. Crash History

**Sight Distance**

Sight distance measurements were made for all movements at each of the intersection for all movements where sight distance of approaching vehicles is required in order to make the desired movement. The minimum required sight distance according to the AASHTO Policy on the Geometric Design of Highways and Streets (Green Book) is 315 feet, based on the posted speed limit of 30 miles per hour on Brookwood Road. The sight distance measurements are shown in Figure 5 and Figure 6.

The only location where sight distance is limited below minimum requirements is for traffic entering the southern intersection of Crosshill Road looking to the right, where the sight distance is limited to 170 feet. In the narrative for the crash which occurred at this intersection on March 13, 2012, the driver of the vehicle entering Crosshill Road stated that she did not see the vehicle approaching from Brookwood Road.

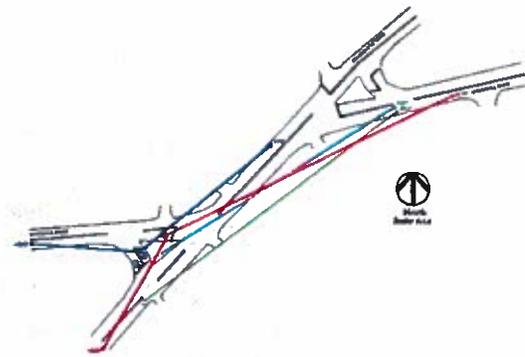


Figure 5. Sight Distance Measurements Crosshill Road (South)

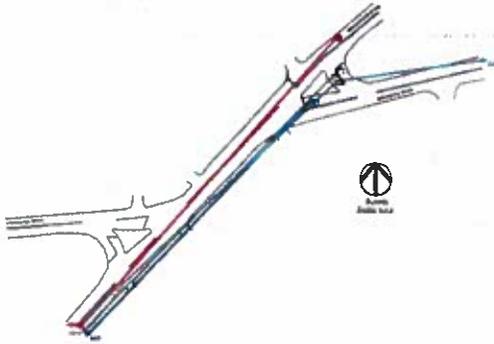


Figure 6. Sight Distance Measurements Crosshill Road (North)

**Observations**

Observations of traffic flow at the intersection of Brookwood Road at Crosshill Road were performed on Tuesday, May 12 and Wednesday May 13, 2015 by Skipper Consulting, Inc. Observations were conducted from 7:15 to 8:00 a.m., 2:30 to 3:20 p.m., and 4:45 to 5:30 p.m. The findings of the observations are discussed below.

**AM Peak Period Observations**

- While traffic flow was constant, the eastbound left queue from Crosshill Road onto Brookwood Road caused congestion and delay for the eastbound right and northbound left movements from 7:37 a.m. to 7:53 a.m. This problem persisted 4 other times during the study period.
- Similarly, the westbound left queue from Crosshill Road onto Brookwood Road caused congestion and delay for the westbound right and southbound left movements during the study period. However, the problem was minimal in comparison to the eastbound movement as it only persisted 2 times during the study period.

**Afternoon School Peak Period Observations**

- The eastbound left queue from Crosshill Road onto Brookwood Road did not cause any congestion or delay during the study period.

- The westbound left queue from Crosshill Road onto Brookwood Road caused congestion and delay for the westbound right and southbound left movements multiple times during the study period. However, no instance where movements were blocked longer than 1 minute.

**PM Peak Period Observations**

- The eastbound left queue from Crosshill Road onto Brookwood Road caused congestion and delay for the eastbound right and northbound left movements from 4:11 p.m. to 4:30 p.m. This problem persisted 5 other times during the study period lasting less than 1 minute each time.
- Similarly, the westbound left queue from Crosshill Road onto Brookwood Road caused congestion and delay for the westbound right and southbound left movements 6 times during the study period.

**Alternative Improvements**

**Alternative 1 – Install Additional Stop Signs**

In order to correct deficiencies shown to exist in intersection capacity, sight distance, and based on observations, three additional stop signs could be installed on Brookwood Road. The locations of the proposed stop signs are shown in Figure 7. Capacity and queue analyses were performed to determine the traffic operation of the proposed alternative. The results of these analyses are shown in Table 2 and are included in Appendix C.

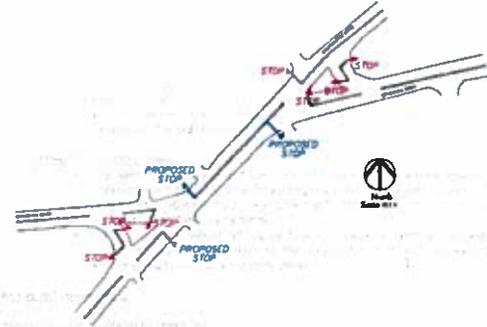


Figure 7. Improvement Alternative 1 (All-Way Stop)

Table 2. Intersection Capacity Analysis and Queue Calculations – Alternative 1

Intersection	Approach	Movement	Peak Hour			
			CB	Queue	LOS	Queue
Brookwood Road at Crosshill Road (North)	Crosshill Road Westbound	Left	C 15	120'	B 12	85'
		Right	A 9		A 5	
	Brookwood Road Northbound	Through	D 28	440'	B 12	105'
		Right	D 28		A 8	
	Brookwood Road Southbound	Left	B 14	85'	A 8	60'
		Through	B 12	110'	A 9	70'
Overall Intersection			C 20		A 10	
Brookwood Road at Crosshill Road (South)	Crosshill Road Eastbound	Left	C 23	150'	B 11	100'
		Right	B 12		A 7	
	Brookwood Road Northbound	Left	A 9	70'	A 8	55'
		Through	B 12		A 8	
	Brookwood Road Southbound	Through	A 8		A 7	
		Right	A 9	105'	A 7	90'
Overall Intersection			C 16		A 9	

Note: Delay is expressed in average seconds per vehicle

While the analyses show that installation of additional stop signs results in overall improvements in delay and level of service, the queue on Brookwood Road northbound approaching the northern intersection of Crosshill Road is significantly greater than the available stacking room between the two triangles. Therefore, installation of the proposed stop sign on Brookwood Road northbound at the northern intersection of Crosshill Road would not be advisable.

**Alternative 2 – Traffic Signalization**

A second alternative for correction of capacity and sight distance deficiencies at the intersection of Brookwood Road at Crosshill Road would be the installation of a traffic signal. In order to determine if this would be a viable alternative, a traffic signal warrant analysis was performed for the intersection using the methodology included in the 2009 Manual on Uniform Traffic Control Devices, published by the Federal Highway Administration. Approach traffic counts for the intersection are included in Appendix D. The results of the warrant analysis are included in Appendix E. The results of the traffic signal warrant study show that the existing traffic volumes at the intersection of Brookwood Road at Crosshill Road do not meet either the eight hour volume warrants or four hour volume warrant. Therefore, signalization of the intersection is not advised.

**Recommended Improvements**

Based on the analyses of the alternative improvements, it is recommended that two stop signs be installed at the intersection of Brookwood Road at Crosshill Road. The locations of the proposed stop signs are shown in Figure 8.

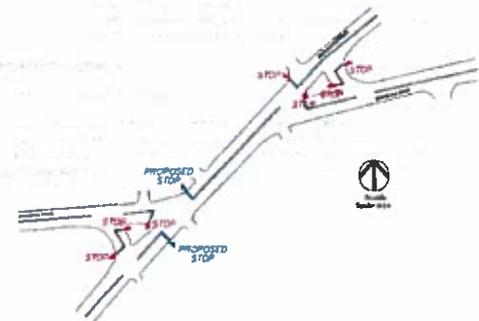


Figure 8. Recommended Improvements

**Discretionary Analysis of Recommended Improvements**

Capacity and queue analyses were performed to determine the traffic operation of the recommended improvements. The results of these analyses are shown in Table 3 and are included in Appendix F.

Table 3. Intersection Capacity Analysis and Queue Calculations – Recommended Improvements

Intersection	Approach	Movement	Peak Hour			
			CB	Queue	LOS	Queue
Brookwood Road at Crosshill Road (North)	Crosshill Road	Left	F 58	550'	B 13	105'
		Right	C 23		A 5	
	Brookwood Road Northbound	Through	A 8	15'	A 8	17'
		Right	A 5		A 3	
	Brookwood Road Southbound	Left	F 137	55'	A 10	65'
		Through	F 81	602'	A 10	80'
Overall Intersection			E 42		A 8	
Brookwood Road at Crosshill Road (South)	Crosshill Road Eastbound	Left	C 22	245'	B 11	95'
		Right	B 13		A 7	
	Brookwood Road Northbound	Left	A 9	75'	A 8	55'
		Through	B 12		A 8	
	Brookwood Road Southbound	Through	A 8		A 7	
		Right	A 8	90'	A 6	65'
Overall Intersection			C 36		A 9	

Note: Delay is expressed in average seconds per vehicle

**Cost Estimates**

The cost estimate for implementation of the recommended improvements is as follows:

Two STOP signs on U-channel posts	\$ 600.00
45 linear feet of 2" white stop line	\$ 600.00
<b>Total</b>	<b>\$1,200.00</b>

**Funding Sources**

The recommended improvements should be installed by City forces.

**Appendix A**

**Existing Intersection Turning Movement Traffic Counts**

APPENDIX 4

Slipper Consulting, Inc.

Page 9

N

Mountain Brook, AL  
**TRAFFIC DATA, LLC**  
 1409 Turnham Lane  
 Birmingham, AL 35216  
 File Name : mountainbrook02  
 Site Code : 00000000  
 Start Date : 03/11/2015  
 Page No : 1

**TRAFFIC DATA, LLC**  
 1409 Turnham Lane  
 Birmingham, AL 35216  
 File Name : mountainbrook02  
 Site Code : 00000000  
 Start Date : 03/11/2015  
 Page No : 2

Start Time	BROOKWOOD RD Southbound			CROSSLAND RD Westbound			BROOKWOOD RD Northbound			CR. Yr
	Lk1	Lk2	Lk3	Lk1	Lk2	Lk3	Lk1	Lk2	Lk3	
04:00 PM	12	11	23	9	7	16	27	1	27	100
04:15 PM	14	9	23	10	10	20	9	9	31	100
04:30 PM	20	13	33	15	14	29	14	44	44	135
04:45 PM	23	16	39	18	16	34	17	51	51	145
05:00 PM	21	15	36	17	15	32	16	47	47	140
05:15 PM	11	9	20	11	11	22	17	18	35	120
05:30 PM	10	8	18	11	11	22	11	10	21	100
05:45 PM	10	9	19	11	11	22	10	10	20	100
06:00 PM	10	9	19	11	11	22	10	10	20	100
06:15 PM	10	9	19	11	11	22	10	10	20	100
06:30 PM	10	9	19	11	11	22	10	10	20	100
06:45 PM	10	9	19	11	11	22	10	10	20	100
07:00 PM	10	9	19	11	11	22	10	10	20	100
07:15 PM	10	9	19	11	11	22	10	10	20	100
07:30 PM	10	9	19	11	11	22	10	10	20	100
07:45 PM	10	9	19	11	11	22	10	10	20	100
08:00 PM	10	9	19	11	11	22	10	10	20	100
08:15 PM	10	9	19	11	11	22	10	10	20	100
08:30 PM	10	9	19	11	11	22	10	10	20	100
08:45 PM	10	9	19	11	11	22	10	10	20	100
09:00 PM	10	9	19	11	11	22	10	10	20	100
09:15 PM	10	9	19	11	11	22	10	10	20	100
09:30 PM	10	9	19	11	11	22	10	10	20	100
09:45 PM	10	9	19	11	11	22	10	10	20	100
10:00 PM	10	9	19	11	11	22	10	10	20	100
Grand Total	328	240	668	236	232	468	182	780	2587	
Approach %	28.8	41.4	71.4	26.2	26.2	46.8	19.9	80.3		
Total %	12.8	9.0	26.7	10.7	10.7	22.7	6.8	22.7		

Start Time	BROOKWOOD RD Southbound			CROSSLAND RD Westbound			BROOKWOOD RD Northbound			CR. Yr
	Lk1	Lk2	Lk3	Lk1	Lk2	Lk3	Lk1	Lk2	Lk3	
04:00 PM	12	11	23	9	7	16	27	1	27	100
04:15 PM	14	9	23	10	10	20	9	9	31	100
04:30 PM	20	13	33	15	14	29	14	44	44	135
04:45 PM	23	16	39	18	16	34	17	51	51	145
05:00 PM	21	15	36	17	15	32	16	47	47	140
05:15 PM	11	9	20	11	11	22	17	18	35	120
05:30 PM	10	8	18	11	11	22	11	10	21	100
05:45 PM	10	9	19	11	11	22	10	10	20	100
06:00 PM	10	9	19	11	11	22	10	10	20	100
06:15 PM	10	9	19	11	11	22	10	10	20	100
06:30 PM	10	9	19	11	11	22	10	10	20	100
06:45 PM	10	9	19	11	11	22	10	10	20	100
07:00 PM	10	9	19	11	11	22	10	10	20	100
07:15 PM	10	9	19	11	11	22	10	10	20	100
07:30 PM	10	9	19	11	11	22	10	10	20	100
07:45 PM	10	9	19	11	11	22	10	10	20	100
08:00 PM	10	9	19	11	11	22	10	10	20	100
08:15 PM	10	9	19	11	11	22	10	10	20	100
08:30 PM	10	9	19	11	11	22	10	10	20	100
08:45 PM	10	9	19	11	11	22	10	10	20	100
09:00 PM	10	9	19	11	11	22	10	10	20	100
09:15 PM	10	9	19	11	11	22	10	10	20	100
09:30 PM	10	9	19	11	11	22	10	10	20	100
09:45 PM	10	9	19	11	11	22	10	10	20	100
10:00 PM	10	9	19	11	11	22	10	10	20	100
Grand Total	328	240	668	236	232	468	182	780	2587	
Approach %	28.8	41.4	71.4	26.2	26.2	46.8	19.9	80.3		
Total %	12.8	9.0	26.7	10.7	10.7	22.7	6.8	22.7		

Start Time	BROOKWOOD RD Southbound			CROSSLAND RD Westbound			BROOKWOOD RD Northbound			CR. Yr
	Lk1	Lk2	Lk3	Lk1	Lk2	Lk3	Lk1	Lk2	Lk3	
07:00 AM	17	13	30	13	13	26	6	42	42	128
07:15 AM	18	7	25	11	11	22	18	72	72	228
07:30 AM	44	22	66	29	21	50	31	120	120	344
07:45 AM	60	32	92	37	27	64	17	66	66	207
08:00 AM	150	71	221	93	63	156	71	258	258	758
08:15 AM	6	10	16	8	8	16	7	26	26	80
08:30 AM	9	8	17	11	11	22	8	28	28	85
08:45 AM	15	14	29	16	16	32	9	33	33	100
09:00 AM	6	10	16	8	8	16	7	26	26	80
09:15 AM	6	10	16	8	8	16	7	26	26	80
09:30 AM	6	10	16	8	8	16	7	26	26	80
09:45 AM	6	10	16	8	8	16	7	26	26	80
10:00 AM	6	10	16	8	8	16	7	26	26	80
Grand Total	328	240	668	236	232	468	182	780	2587	
Approach %	28.8	41.4	71.4	26.2	26.2	46.8	19.9	80.3		
Total %	12.8	9.0	26.7	10.7	10.7	22.7	6.8	22.7		

Mountain Brook, AL

TRAFFIC DATA, LLC  
1409 Turnham Lane  
Birmingham, AL 35218  
205-824-0126

File Name : mountainbrook01  
Site Code : 00000000  
Start Date : 03/11/2015  
Page No : 1

TRAFFIC DATA, LLC  
1409 Turnham Lane  
Birmingham, AL 35218  
205-824-0126

File Name : mountainbrook01  
Site Code : 00000000  
Start Date : 03/11/2015  
Page No : 2

Hour	BROOKWOOD RD Southbound				BROOKWOOD RD Northbound				CROSSHILL RD Eastbound				RT Year
	Vol	Spd	App	Acc	Vol	Spd	App	Acc	Vol	Spd	App	Acc	
04:00 PM	13	33	2	18	30	30	7	97					18
04:15 PM	10	33	2	18	30	30	7	97					18
04:30 PM	10	33	2	18	30	30	7	97					18
04:45 PM	10	33	2	18	30	30	7	97					18
05:00 PM	15	33	1	21	30	30	7	100					18
05:15 PM	13	41	1	13	37	4	127						18
05:30 PM	13	34	4	17	34	8	127						18
05:45 PM	13	35	4	16	35	2	107						18
Total	118	35	23	153	277	18	385						18
07:00 AM	18	33	0	6	41	3	88						18
07:15 AM	13	34	1	10	72	3	170						18
07:30 AM	30	37	3	27	151	6	383						18
07:45 AM	30	31	2	14	19	10	219						18
Total	81	35	6	57	363	19	650						18
08:00 AM	27	32	1	7	23	3	85						18
08:15 AM	17	33	2	5	17	2	78						18
08:30 AM	30	27	0	5	12	3	86						18
08:45 AM	10	32	1	20	19	3	86						18
Total	84	33	4	39	71	8	335						18
Grand Total	302	35	32	215	825	34	1880						18
Approach %	35.3	34.7	12.8	67.8	63.8	7.4							
Total %	18.3	36.1	1.8	10.8	40.8	2.3							

Hour	BROOKWOOD RD Southbound				BROOKWOOD RD Northbound				CROSSHILL RD Eastbound				RT Year
	Vol	Spd	App	Acc	Vol	Spd	App	Acc	Vol	Spd	App	Acc	
08:00 AM	27	32	1	7	23	3	85						18
08:15 AM	17	33	2	5	17	2	78						18
08:30 AM	30	27	0	5	12	3	86						18
08:45 AM	10	32	1	20	19	3	86						18
Total	84	33	4	39	71	8	335						18
09:00 AM	13	34	1	10	72	3	170						18
09:15 AM	30	37	3	27	151	6	383						18
09:30 AM	30	31	2	14	19	10	219						18
Total	81	35	6	57	363	19	650						18

Hour	BROOKWOOD RD Southbound				BROOKWOOD RD Northbound				CROSSHILL RD Eastbound				RT Year
	Vol	Spd	App	Acc	Vol	Spd	App	Acc	Vol	Spd	App	Acc	
07:00 AM	18	33	0	6	41	3	88						18
07:15 AM	13	34	1	10	72	3	170						18
07:30 AM	30	37	3	27	151	6	383						18
07:45 AM	30	31	2	14	19	10	219						18
Total	81	35	6	57	363	19	650						18

Hour	BROOKWOOD RD Southbound				BROOKWOOD RD Northbound				CROSSHILL RD Eastbound				RT Year
	Vol	Spd	App	Acc	Vol	Spd	App	Acc	Vol	Spd	App	Acc	
07:00 AM	18	33	0	6	41	3	88						18
07:15 AM	13	34	1	10	72	3	170						18
07:30 AM	30	37	3	27	151	6	383						18
07:45 AM	30	31	2	14	19	10	219						18
Total	81	35	6	57	363	19	650						18

Hour	BROOKWOOD RD Southbound				BROOKWOOD RD Northbound				CROSSHILL RD Eastbound				RT Year
	Vol	Spd	App	Acc	Vol	Spd	App	Acc	Vol	Spd	App	Acc	
07:00 AM	18	33	0	6	41	3	88						18
07:15 AM	13	34	1	10	72	3	170						18
07:30 AM	30	37	3	27	151	6	383						18
07:45 AM	30	31	2	14	19	10	219						18
Total	81	35	6	57	363	19	650						18

Hour	BROOKWOOD RD Southbound				BROOKWOOD RD Northbound				CROSSHILL RD Eastbound				RT Year
	Vol	Spd	App	Acc	Vol	Spd	App	Acc	Vol	Spd	App	Acc	
07:00 AM	18	33	0	6	41	3	88						18
07:15 AM	13	34	1	10	72	3	170						18
07:30 AM	30	37	3	27	151	6	383						18
07:45 AM	30	31	2	14	19	10	219						18
Total	81	35	6	57	363	19	650						18

APPENDIX 4

Appendix B

Existing Intersection Capacity and Queue Analysis Worksheets

SinTraffic Performance Report Existing AM Existing AM

Existing AM 6/28/2015

1: Crosshill Road WB & Brookwood Road Performance by movement

Movement	ENL	ESL	WBT	WBL	ESR	EST	ALL
Delay / Veh (s)	81.5	17.2	7.3	8.0	108.6	25.8	34.4

2: Crosshill Road EB & Brookwood Road Performance by movement

Movement	ENL	ESL	WBT	WBL	ESR	EST	ALL
Delay / Veh (s)	33.2	14.8	5.8	3.5	3.4	3.3	18.0

Total Network Performance

Delay / Veh (s)	55.0
-----------------	------

Queuing and Blocking Report  
Existing AM

Existing AM  
8/28/2015

Intersection: 1: Crosshill Road WB & Brookwood Road

Movement	WB	WB	EB	WB
Directions Served	LR	TR	L	T
Maximum Queue (ft)	507	22	58	503
Average Queue (ft)	204	4	55	246
95th Queue (ft)	398	19	58	478
Link Distance (ft)	2693	1591		2785
Upstream Blk. Time (%)				
Queueing Penalty (veh)				
Storage Bay Dist (ft)		30		
Storage Blk. Time (%)		0.88	0.13	
Queueing Penalty (veh)		108	28	

Intersection: 2: Crosshill Road EB & Brookwood Road

Movement	EB	EB
Directions Served	LR	L
Maximum Queue (ft)	467	32
Average Queue (ft)	228	7
95th Queue (ft)	382	29
Link Distance (ft)	2548	
Upstream Blk. Time (%)		
Queueing Penalty (veh)		
Storage Bay Dist (ft)		30
Storage Blk. Time (%)		0.01
Queueing Penalty (veh)		1

Network Summary

Network wide Queueing Penalty: 136

Brookwood Rd at Crosshill Rd  
RLC  
Slipper Consulting

SimTraffic Report  
Page 2

SimTraffic Performance Report  
Existing PM

Existing PM  
8/28/2015

1: Crosshill Road WB & Brookwood Road Performance by movement

Movement	WB	WB	WB	WB	WB	WB
Delay / Veh (s)	14.4	5.0	3.3	3.2	9.0	7.8

2: Crosshill Road EB & Brookwood Road Performance by movement

Movement	EB	EB	EB	EB	EB	EB
Delay / Veh (s)	12.0	7.4	8.8	1.8	3.5	8.5

Total Network Performance

Delay / Veh (s)	18.7
-----------------	------

Brookwood Rd at Crosshill Rd  
RLC  
Slipper Consulting

SimTraffic Report  
Page 1

APPENDIX 4

Queuing and Blocking Report  
Existing PM

Existing PM  
8/28/2015

Intersection: 1: Crosshill Road WB & Brookwood Road

Movement	WB	WB	EB	WB
Directions Served	LR	TR	L	T
Maximum Queue (ft)	113	56	58	503
Average Queue (ft)	63	42	38	246
95th Queue (ft)	98	64	71	478
Link Distance (ft)	2693		2785	
Upstream Blk. Time (%)				
Queueing Penalty (veh)				
Storage Bay Dist (ft)		30		
Storage Blk. Time (%)		0.11	0.06	
Queueing Penalty (veh)		7	8	

Intersection: 2: Crosshill Road EB & Brookwood Road

Movement	EB	EB
Directions Served	LR	L
Maximum Queue (ft)	113	32
Average Queue (ft)	56	5
95th Queue (ft)	106	24
Link Distance (ft)	2548	
Upstream Blk. Time (%)		
Queueing Penalty (veh)		
Storage Bay Dist (ft)		30
Storage Blk. Time (%)		0.00
Queueing Penalty (veh)		0

Network Summary

Network wide Queueing Penalty: 14

Brookwood Rd at Crosshill Rd  
RLC  
Slipper Consulting

SimTraffic Report  
Page 2

Appendix C

Intersection Capacity and Queue Analysis  
Worksheets  
Alternative 1 - All-Way Stop

SimTraffic Performance Report  
AM All Way Stop  
6/30/2015

AM All Way Stop  
6/30/2015

**1: Crosshill Road WB & Brookwood Road Performance by movement**

Movement	WB	WB	WB	WB	WB	WB	WB
Delay / Veh (s)	17.8	9.0	27.8	27.8	13.9	12.1	26.4

**2: Crosshill Road EB & Brookwood Road Performance by movement**

Movement	EB	EB	EB	EB	EB	EB	EB
Delay / Veh (s)	23.2	13.1	8.7	11.9	7.4	8.8	19.9

**Total Network Performance**

Delay / Veh (s)	38.5
-----------------	------

Brookwood Rd at Crosshill Rd  
RLC  
Skipper Consulting

SimTraffic Report  
Page 1

Queuing and Blocking Report  
AM All Way Stop  
6/30/2015

AM All Way Stop  
6/30/2015

**Intersection: 1: Crosshill Road WB & Brookwood Road**

Movement	WB	WB	WB	WB
Directions Served	LR	TR	L	T
Maximum Queue (ft)	140	595	56	136
Average Queue (ft)	82	225	62	61
95th Queue (ft)	118	439	84	109
Link Distance (ft)	2693	1591		2765
Upstream Blk Time (%)				
Queuing Penalty (veh)			30	
Storage Bay Del (ft)				
Storage Blk Time (%)			0.28	0.11
Queuing Penalty (veh)			31	24

**Intersection: 2: Crosshill Road EB & Brookwood Road**

Movement	EB	EB	EB	EB
Directions Served	LR	L	T	TR
Maximum Queue (ft)	309	56	76	138
Average Queue (ft)	149	14	47	68
95th Queue (ft)	237	47	72	107
Link Distance (ft)	2648		3458	1591
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Del (ft)		30		
Storage Blk Time (%)		0.02	0.14	
Queuing Penalty (veh)		2	2	

**Network Summary**

Network wide Queuing Penalty: 58

Brookwood Rd at Crosshill Rd  
RLC  
Skipper Consulting

SimTraffic Report  
Page 2

APPENDIX 4

SimTraffic Performance Report  
PM All Way Stop  
6/30/2015

PM All Way Stop  
6/30/2015

**1: Crosshill Road WB & Brookwood Road Performance by movement**

Movement	WB	WB	WB	WB	WB	WB	WB
Delay / Veh (s)	11.9	8.0	11.9	8.3	7.8	9.2	10.3

**2: Crosshill Road EB & Brookwood Road Performance by movement**

Movement	EB	EB	EB	EB	EB	EB	EB
Delay / Veh (s)	11.8	7.4	9.0	7.9	7.1	8.9	9.7

**Total Network Performance**

Delay / Veh (s)	23.5
-----------------	------

Brookwood Rd at Crosshill Rd  
RLC  
Skipper Consulting

SimTraffic Report  
Page 1

Queuing and Blocking Report  
PM All Way Stop  
6/30/2015

PM All Way Stop  
6/30/2015

**Intersection: 1: Crosshill Road WB & Brookwood Road**

Movement	WB	WB	WB	WB
Directions Served	LR	TR	L	T
Maximum Queue (ft)	100	114	55	89
Average Queue (ft)	66	89	39	38
95th Queue (ft)	87	104	61	69
Link Distance (ft)	2693	1591		2765
Upstream Blk Time (%)				
Queuing Penalty (veh)			30	
Storage Bay Del (ft)				
Storage Blk Time (%)			0.08	0.05
Queuing Penalty (veh)			6	5

**Intersection: 2: Crosshill Road EB & Brookwood Road**

Movement	EB	EB	EB	EB
Directions Served	LR	L	T	TR
Maximum Queue (ft)	113	55	55	100
Average Queue (ft)	63	14	35	60
95th Queue (ft)	99	44	54	88
Link Distance (ft)	2648		3458	1591
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Del (ft)		30		
Storage Blk Time (%)		0.01	0.05	
Queuing Penalty (veh)		1	1	

**Network Summary**

Network wide Queuing Penalty: 12

Brookwood Rd at Crosshill Rd  
RLC  
Skipper Consulting

SimTraffic Report  
Page 2

Appendix D  
Existing Intersection Approach Traffic Counts

Appendix D

Existing Intersection Approach Traffic Counts

TRAFFIC DATA, LLC  
1409 Turnham Lane, Birmingham, AL 35216  
205-624-0125

Count	Peak Hour Volume	Posterior	24 Hour Volume		24 Hour Volume	Date	24 Hour Volume	24 Hour Volume
			Count	Posterior				
11:30 AM	15	77	185	189	374	08/01/2015	12	
11:45 AM	21	11	75	67	142	08/01/2015	12	
12:00 PM	31	11	111	108	219	08/01/2015	12	
12:15 PM	41	11	147	144	291	08/01/2015	12	
12:30 PM	51	11	183	180	363	08/01/2015	12	
12:45 PM	61	11	219	216	435	08/01/2015	12	
1:00 PM	71	11	255	252	507	08/01/2015	12	
1:15 PM	81	11	291	288	579	08/01/2015	12	
1:30 PM	91	11	327	324	651	08/01/2015	12	
1:45 PM	101	11	363	360	723	08/01/2015	12	
2:00 PM	111	11	399	396	795	08/01/2015	12	
2:15 PM	121	11	435	432	867	08/01/2015	12	
2:30 PM	131	11	471	468	939	08/01/2015	12	
2:45 PM	141	11	507	504	1011	08/01/2015	12	
3:00 PM	151	11	543	540	1083	08/01/2015	12	
3:15 PM	161	11	579	576	1155	08/01/2015	12	
3:30 PM	171	11	615	612	1227	08/01/2015	12	
3:45 PM	181	11	651	648	1299	08/01/2015	12	
4:00 PM	191	11	687	684	1371	08/01/2015	12	
4:15 PM	201	11	723	720	1443	08/01/2015	12	
4:30 PM	211	11	759	756	1515	08/01/2015	12	
4:45 PM	221	11	795	792	1587	08/01/2015	12	
5:00 PM	231	11	831	828	1659	08/01/2015	12	
5:15 PM	241	11	867	864	1731	08/01/2015	12	
5:30 PM	251	11	903	900	1803	08/01/2015	12	
5:45 PM	261	11	939	936	1875	08/01/2015	12	
6:00 PM	271	11	975	972	1947	08/01/2015	12	
6:15 PM	281	11	1011	1008	2019	08/01/2015	12	
6:30 PM	291	11	1047	1044	2091	08/01/2015	12	
6:45 PM	301	11	1083	1080	2163	08/01/2015	12	
7:00 PM	311	11	1119	1116	2235	08/01/2015	12	
7:15 PM	321	11	1155	1152	2307	08/01/2015	12	
7:30 PM	331	11	1191	1188	2379	08/01/2015	12	
7:45 PM	341	11	1227	1224	2451	08/01/2015	12	
8:00 PM	351	11	1263	1260	2523	08/01/2015	12	
8:15 PM	361	11	1299	1296	2595	08/01/2015	12	
8:30 PM	371	11	1335	1332	2667	08/01/2015	12	
8:45 PM	381	11	1371	1368	2739	08/01/2015	12	
9:00 PM	391	11	1407	1404	2811	08/01/2015	12	
9:15 PM	401	11	1443	1440	2883	08/01/2015	12	
9:30 PM	411	11	1479	1476	2955	08/01/2015	12	
9:45 PM	421	11	1515	1512	3027	08/01/2015	12	
10:00 PM	431	11	1551	1548	3099	08/01/2015	12	
10:15 PM	441	11	1587	1584	3171	08/01/2015	12	
10:30 PM	451	11	1623	1620	3243	08/01/2015	12	
10:45 PM	461	11	1659	1656	3315	08/01/2015	12	
11:00 PM	471	11	1695	1692	3387	08/01/2015	12	
11:15 PM	481	11	1731	1728	3459	08/01/2015	12	
11:30 PM	491	11	1767	1764	3531	08/01/2015	12	
11:45 PM	501	11	1803	1800	3603	08/01/2015	12	
12:00 AM	511	11	1839	1836	3675	08/01/2015	12	
12:15 AM	521	11	1875	1872	3747	08/01/2015	12	
12:30 AM	531	11	1911	1908	3819	08/01/2015	12	
12:45 AM	541	11	1947	1944	3891	08/01/2015	12	
1:00 AM	551	11	1983	1980	3963	08/01/2015	12	
1:15 AM	561	11	2019	2016	4035	08/01/2015	12	
1:30 AM	571	11	2055	2052	4107	08/01/2015	12	
1:45 AM	581	11	2091	2088	4179	08/01/2015	12	
2:00 AM	591	11	2127	2124	4251	08/01/2015	12	
2:15 AM	601	11	2163	2160	4323	08/01/2015	12	
2:30 AM	611	11	2199	2196	4395	08/01/2015	12	
2:45 AM	621	11	2235	2232	4467	08/01/2015	12	
3:00 AM	631	11	2271	2268	4539	08/01/2015	12	
3:15 AM	641	11	2307	2304	4611	08/01/2015	12	
3:30 AM	651	11	2343	2340	4683	08/01/2015	12	
3:45 AM	661	11	2379	2376	4755	08/01/2015	12	
4:00 AM	671	11	2415	2412	4827	08/01/2015	12	
4:15 AM	681	11	2451	2448	4899	08/01/2015	12	
4:30 AM	691	11	2487	2484	4971	08/01/2015	12	
4:45 AM	701	11	2523	2520	5043	08/01/2015	12	
5:00 AM	711	11	2559	2556	5115	08/01/2015	12	
5:15 AM	721	11	2595	2592	5187	08/01/2015	12	
5:30 AM	731	11	2631	2628	5259	08/01/2015	12	
5:45 AM	741	11	2667	2664	5331	08/01/2015	12	
6:00 AM	751	11	2703	2700	5403	08/01/2015	12	
6:15 AM	761	11	2739	2736	5475	08/01/2015	12	
6:30 AM	771	11	2775	2772	5547	08/01/2015	12	
6:45 AM	781	11	2811	2808	5619	08/01/2015	12	
7:00 AM	791	11	2847	2844	5691	08/01/2015	12	
7:15 AM	801	11	2883	2880	5763	08/01/2015	12	
7:30 AM	811	11	2919	2916	5835	08/01/2015	12	
7:45 AM	821	11	2955	2952	5907	08/01/2015	12	
8:00 AM	831	11	2991	2988	5979	08/01/2015	12	
8:15 AM	841	11	3027	3024	6051	08/01/2015	12	
8:30 AM	851	11	3063	3060	6123	08/01/2015	12	
8:45 AM	861	11	3099	3096	6195	08/01/2015	12	
9:00 AM	871	11	3135	3132	6267	08/01/2015	12	
9:15 AM	881	11	3171	3168	6339	08/01/2015	12	
9:30 AM	891	11	3207	3204	6411	08/01/2015	12	
9:45 AM	901	11	3243	3240	6483	08/01/2015	12	
10:00 AM	911	11	3279	3276	6555	08/01/2015	12	
10:15 AM	921	11	3315	3312	6627	08/01/2015	12	
10:30 AM	931	11	3351	3348	6699	08/01/2015	12	
10:45 AM	941	11	3387	3384	6771	08/01/2015	12	
11:00 AM	951	11	3423	3420	6843	08/01/2015	12	
11:15 AM	961	11	3459	3456	6915	08/01/2015	12	
11:30 AM	971	11	3495	3492	6987	08/01/2015	12	
11:45 AM	981	11	3531	3528	7059	08/01/2015	12	
12:00 PM	991	11	3567	3564	7131	08/01/2015	12	
12:15 PM	1001	11	3603	3600	7203	08/01/2015	12	
12:30 PM	1011	11	3639	3636	7275	08/01/2015	12	
12:45 PM	1021	11	3675	3672	7347	08/01/2015	12	
1:00 PM	1031	11	3711	3708	7419	08/01/2015	12	
1:15 PM	1041	11	3747	3744	7491	08/01/2015	12	
1:30 PM	1051	11	3783	3780	7563	08/01/2015	12	
1:45 PM	1061	11	3819	3816	7635	08/01/2015	12	
2:00 PM	1071	11	3855	3852	7707	08/01/2015	12	
2:15 PM	1081	11	3891	3888	7779	08/01/2015	12	
2:30 PM	1091	11	3927	3924	7851	08/01/2015	12	
2:45 PM	1101	11	3963	3960	7923	08/01/2015	12	
3:00 PM	1111	11	3999	3996	7995	08/01/2015	12	
3:15 PM	1121	11	4035	4032	8067	08/01/2015	12	
3:30 PM	1131	11	4071	4068	8139	08/01/2015	12	
3:45 PM	1141	11	4107	4104	8211	08/01/2015	12	
4:00 PM	1151	11	4143	4140	8283	08/01/2015	12	
4:15 PM	1161	11	4179	4176	8355	08/01/2015	12	
4:30 PM	1171	11	4215	4212	8427	08/01/2015	12	
4:45 PM	1181	11	4251	4248	8499	08/01/2015	12	
5:00 PM	1191	11	4287	4284	8571	08/01/2015	12	
5:15 PM	1201	11	4323	4320	8643	08/01/2015	12	
5:30 PM	1211	11	4359	4356	8715	08/01/2015	12	
5:45 PM	1221	11	4395	4392	8787	08/01/2015	12	
6:00 PM	1231	11	4431	4428	8859	08/01/2015	12	
6:15 PM	1241	11	4467	4464	8931	08/01/2015	12	
6:30 PM	1251	11	4503	4500	9003	08/01/2015	12	
6:45 PM	1261	11	4539	4536	9075	08/01/2015	12	
7:00 PM	1271	11	4575	4572	9147	08/01/2015	12	
7:15 PM	1281	11	4611	4608	9219	08/01/2015	12	
7:30 PM	1291	11	4647	4644	9291	08/01/2015	12	
7:45 PM	1301	11	4683	4680	9363	08/01/2015	12	
8:00 PM	1311	11	4719	4716	9435	08/01/2015	12	
8:15 PM	1321	11	4755	4752	9507	08/01/2015	12	
8:30 PM	1331	11	4791	4788	9579	08/01/2015	12	
8:45 PM	1341	11	4827	4824	9651	08/01/2015	12	
9:00 PM	1351	11	4863	4860	9723	08/01/2015	12	
9:15 PM	1361	11	4899	4896	9795	08/01/2015	12	
9:30 PM	1371	11	4935	4932	9867	08/01/2015	12	
9:45 PM	1381	11	4971	4968	9939	08/01/2015	12	
10:00 PM	1391	11	5007	5004	10011	08/01/2015	12	
10:15 PM	1401	11	5043	5040	10083	08/01/2015	12	
10:30 PM	1411	11	5079	5076	10155	08/01/2015	12	
10:45 PM	1421	11	5115	5112	10227	08/01/2015	12	
11:00 PM	1431	11	5151	5148	10299	08/01/2015	12	
11:15 PM	1441	11	5187	5184	10371	08/01/2015	12	
11:30 PM	1451	11	5223	5220	10443	08/01/2015	12	
11:45 PM	1461	11	5259	5256	10515	08/01/2015	12	
12:00 AM	1471	11	5295	5292	10587	08/01/2015	12	
12:15 AM	1481	11	5331	5328	10659	08/01/2015	12	
12:30 AM	1491	11	5367	5364	10731	08/01/2015	12	
12:45 AM	1501	11	5403	5400	10803	08/01/2015	12	
1:00 AM	1511	11	5439	5436	10875	08/01/20		

Brookwood Road at Crosshill Road  
Existing Traffic Volumes

Signal Warrants - Summary

Major Street Approaches	Minor Street Approaches
Eastbound: Crosshill Road Number of Lanes: 1 85% Speed + 48 MPH Total Approach Volume: 1,763	Northbound: Brookwood Road Number of Lanes: 1 Total Approach Volume: 881
Westbound: Crosshill Road Number of Lanes: 1 85% Speed + 48 MPH Total Approach Volume: 3,394	Southbound: Brookwood Road Number of Lanes: 1 Total Approach Volume: 888

Warrant Summary (Where values apply)

Warrant 1 - Eight Hour Vehicular Volume	Not Satisfied	Not Satisfied
Warrant 1A - Minimum Vehicular Volume	Not Satisfied	
Warrant 1B - Interruption of Continuous Traffic	Not Satisfied	
Warrant 1 A+B - Combination of Warrants	Not Satisfied	
Warrant 2 - Four Hour Volume	Not Satisfied	
Warrant 3 - Peak Hour	Not Evaluated	
Warrant 3A - Peak Hour Delay	Not Evaluated	
Warrant 3B - Peak Hour Volume	Not Evaluated	
Warrant 4 - Pedestrian Volume	Not Evaluated	
Warrant 5 - School Crossing	Not Evaluated	
Warrant 6 - Coordinated Signal System	Not Evaluated	
Warrant 7 - Crash Experience	Not Evaluated	
Warrant 8 - Roadway Network	Not Evaluated	
Warrant 9 - Intersection Near a Grade Crossing	Not Evaluated	

APPENDIX 4

Appendix E

Traffic Signal Warrant Analysis Worksheet

SimTraffic Performance Report  
AM Recommended

AM Recommended  
6/30/2015

1: Crosshill Road WB & Brookwood Road Performance by movement

Movement	WB	WB	WB	WB	WB	WB	WB
Delay / Veh (s)	57.7	22.5	7.7	5.4	130.0	90.7	42.3

2: Crosshill Road EB & Brookwood Road Performance by movement

Movement	WB	WB	WB	WB	WB	WB	WB
Delay / Veh (s)	23.4	13.2	8.8	11.7	7.5	7.9	15.9

Total Network Performance

Delay / Veh (s)	85.7
-----------------	------

Appendix F

Intersection Capacity and Queue Analysis  
Worksheets  
Recommended Improvements

Queuing and Blocking Report  
 AM Recommended  
 8/30/2015

**Intersection: 1: Crosshill Road WB & Brookwood Road**

Movement	WB	WB	WB	WB
Directions Served	LR	TR	L	T
Maximum Queue (ft)	874	22	66	608
Average Queue (ft)	228	4	55	311
95th Queue (ft)	882	17	68	605
Link Distance (ft)	2893	1591		2785
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		30		
Storage Blk Time (%)		0.92	0.14	
Queuing Penalty (veh)		111	29	

**Intersection: 2: Crosshill Road EB & Brookwood Road**

Movement	EB	EB	EB	EB
Directions Served	LR	L	T	TR
Maximum Queue (ft)	308	95	92	87
Average Queue (ft)	150	14	46	85
95th Queue (ft)	247	47	75	88
Link Distance (ft)	2848		3458	1591
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		30		
Storage Blk Time (%)		0.02	0.15	
Queuing Penalty (veh)		2	2	

**Network Summary**  
 Network wide Queuing Penalty: 144

SimTraffic Performance Report  
 PM Recommended  
 8/30/2015

**1: Crosshill Road WB & Brookwood Road Performance by movement**

Movement	WB	WB	WB	WB	WB	WB	WB
Delay / Veh (s)	14.8	5.0	3.7	3.4	10.4	18.0	8.1

**2: Crosshill Road EB & Brookwood Road Performance by movement**

Movement	EB	EB	EB	EB	EB	EB	EB
Delay / Veh (s)	11.0	7.4	8.7	7.9	7.2	8.4	8.7

**Total Network Performance**

Delay / Veh (s)	20.7
-----------------	------

APPENDIX 4

Queuing and Blocking Report  
 PM Recommended  
 8/30/2015

**Intersection: 1: Crosshill Road WB & Brookwood Road**

Movement	WB	WB	WB
Directions Served	LR	L	T
Maximum Queue (ft)	138	59	118
Average Queue (ft)	66	41	40
95th Queue (ft)	105	64	79
Link Distance (ft)	2893		2785
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)		30	
Storage Blk Time (%)		0.12	0.08
Queuing Penalty (veh)		8	8

**Intersection: 2: Crosshill Road EB & Brookwood Road**

Movement	EB	EB	EB	EB
Directions Served	LR	L	T	TR
Maximum Queue (ft)	109	55	55	100
Average Queue (ft)	83	14	35	56
95th Queue (ft)	90	44	54	86
Link Distance (ft)	2848		3458	1591
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		30		
Storage Blk Time (%)		0.01	0.05	
Queuing Penalty (veh)		1	1	

**Network Summary**  
 Network wide Queuing Penalty: 18

[This page is blank intentionally.]

**MINUTES OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA  
JULY 13, 2015**

---

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 13th day of July, 2015. The Council President called the meetings to order and the roll was called with the following results:

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

**Absent:** None

Also present were City Attorneys Carl Johnson and Steve Stine, City Manager Sam Gaston, and City Clerk Steven Boone.

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

**1. RECOGNITION OF JERRY WEEMS**

Mayor Oden read aloud and presented Resolution No. 2015-092 to Mr. Weems.

Ms. Alicia Vincent of the Home Builders Association also read aloud and presented a resolution from the Association in recognition of Mr. Weems many years of dedicated service to the building industry.

**2. CONSENT AGENDA**

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

Approval of the minutes of the June 22, 2015 regular meeting of the City Council.

<b>2015-092</b>	Recognition of Jerry Weems upon the occasion of his upcoming retirement from the City	Exhibit 1
<b>2015-093</b>	Declare certain [Police] equipment surplus and authorizing its transfer to the City of Warrior, AL, the Town of Blountsville, AL, or other municipality and/or sale by way of public Internet auction	Exhibit 2, Appendix 1
<b>2015-094</b>	Award the bid for carpet installation at The Emmet O'Neal Library	Exhibit 3, Appendix 2
<b>2015-095</b>	Accept the professional services proposal submitted by Sain Associates, with respect to the sidewalk and lane shift on Overbrook Road at Mountain Brook Parkway and authorizing the execution of a professional services contract for the same	Exhibit 4, Appendix 3

<b>2015-096</b>	Recommend to the ABC Board the issuance of an 040 – Retail Beer (On or Off Premises) and an 060 – Retail Table Wine (On or Off Premises) licenses to R D English Village, LLC, doing business as IZ Cafe, located at 2037 Cahaba Road, Mountain Brook, AL 35223	Exhibit 5, Appendix 4
<b>2015-097</b>	1) Approve the plans for the resurfacing of CR-113 (Rocky Ridge) from Lorna Road to CR-97 (Shades Crest Road) (Alabama Department of Transportation (ALDOT) Project Number ACAA59495-ATRP(006)), 2) authorize ALDOT to close and barricade said project and intersecting streets as necessary, and 3) agree that there will be no future permanent encroachments of the specified right-of-way and no ordinances fixing speed limits contrary to applicable Alabama law	Exhibit 6, Appendix 5
<b>2015-098</b>	Authorize the execution of an agreement between the City and Trobaugh and Company, LLC, with respect to business license and tax auditing services	Exhibit 7, Appendix 6
<b>2015-099</b>	Authorize the installation and rental of a fire hydrant to serve the new Crestline Piggly Wiggly (to be located approximately 255' along the south right-of-way of Vine Street from the centerline of Jackson Boulevard) where the \$2,701 installation cost is to be paid by the developer	Exhibit 8, Appendix 7
<b>2015-100</b>	Declare a public nuisance due to the overgrowth of grass and weeds pursuant to Ala. Code §11-67-60 for the property owned by Jajiha, Raju and Padmalatha Mungara located at 4599 Briar Glen Drive	Exhibit 9
<b>2015-101 Motion</b>	Appoint Dana Hazen, City Planner, as a non-voting, advisory member to the Planning Commission	Appendix 10

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

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

Nays: None

Council President Smith thereupon declared that said minutes and Resolution Nos. 2015-092 through 2015-100 and Motion No. 2015-101 are adopted by a vote of 5–0.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, July 27, 2015 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site ([www.mtnbrook.org](http://www.mtnbrook.org)) for more information.

### **4. EXECUTIVE SESSION AND ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Council member Pritchard that the City Council convene in executive session to discuss a matter involving potential litigation. The motion was seconded by Council President Smith. The City Attorney certified that the subject of said executive session is allowed pursuant to the Open Meetings Act. Then, upon the question being put and the roll called, the vote was recorded as follows:

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

Nays: None

President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. President Smith also announced that the City Council will adjourn upon conclusion of the executive session.

  
City Clerk

---

**EXHIBIT 1**

**RESOLUTION NO. 2015-092**

**WHEREAS**, Jerry Weems will retire from the City of Mountain Brook effective August 1, 2015, after a long and successful career that began on July 23, 1984 as the City's Electrical Inspector; and

**WHEREAS**, Jerry Weems quickly rose to the position of Building Inspections Officer on June 12, 1987, Building Inspections Superintendent I on December 23, 1997 and then Building Inspections Superintendent II on September 18, 2007; and

**WHEREAS**, Jerry Weems' expertise in building and engineering has proven to be invaluable in advising the Board of Zoning Adjustment, the Planning Commission and the Village Design Review Committee on sound building principles; and

**WHEREAS**, Jerry Weems has served as an advisor on the Zoning Ordinance Review Committee, the Land Use Plan Project Steering Committee and the committee to revise the City's Master Plan, as well as other entities; sharing his expert knowledge of the City's Zoning Code and the International Building Code to allow these entities to make informed decisions to establish a legacy of sound city planning and building for years to come; and

**WHEREAS**, Jerry Weems' diligence in monitoring soil erosion, storm water detention and cell towers has served to maintain the essence of our beautiful City; and

**WHEREAS**, it is the desire of the residents of Mountain Brook to express their appreciation to Jerry Weems and recognize his service to our City; and

**NOW, THEREFORE**, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Jerry Weems for his years of dedicated service and wish him well in his retirement.

Given under my hand and the City of Mountain Brook, Alabama, on this 13<sup>th</sup> day of July, in the year of our Lord, 2015, and of the Independence of the United States of America, the 239<sup>th</sup>.

---

**EXHIBIT 2**
**RESOLUTION NO. 2015-093**
**A RESOLUTION AUTHORIZING THE SALE OR DISPOSAL  
OF CERTAIN SURPLUS PROPERTY**

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

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

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

Section 1. It is hereby established and declared 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:

(8) MPH Ranger R/O 991056 units with serial numbers:

RNG105600202  
RNG105600189  
RNG105600204  
RNG105600206  
RNG105600191  
RNG105600188  
RNG105600205  
RNG105600187

(2) MPH Ranger R/O 991134 units with serial numbers:

RNG113400002  
One Unit with S/N removed

(1) MPH Python K 990846 serial number PYT846003069

1. Section 2. That the City Manager, or his designated representative, is hereby authorized and directed to convey the above property to the City of Warrior, AL, the Town of Blountsville, AL, or other municipality and/or sell by way of public Internet auction.

---

**APPENDIX 1**


---

**EXHIBIT 3**
**RESOLUTION NO. 2015-094**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama, that the bid for the purchase and installation of carpet for the library building presented by Commercial Flooring Systems, Inc. is hereby accepted.

**BE IT 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 any other documents determined to be necessary with respect to said carpet replacement project.

**APPENDIX 2**

---

**EXHIBIT 4****RESOLUTION NO. 2015-095**

**BE IT RESOLVED** by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, with respect to the sidewalk and lane shift on Overbrook Road at Mountain Brook Parkway.

**BE IT FURTHER RESOLVED** by the City Council of the City of Mountain Brook that the Mayor or the City Manager of the City is hereby authorized and directed, for and on behalf of the City, to execute a professional services agreement between the City and Sain Associates, in the form as attached hereto as Exhibit A, with respect to said Parks and Recreation Board master plan project.

---

**APPENDIX 3****EXHIBIT 5****RESOLUTION NO. 2015-096**

**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 R D English Village, LLC, doing business as IZ Cafe, located at 2037 Cahaba Road, Mountain Brook, AL 35223.

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

---

**APPENDIX 4****EXHIBIT 6****RESOLUTION NO. 2015-097**

**WHEREAS**, the City of Mountain Brook, Alabama (hereinafter at times referred to as City) is desirous of having certain improvements made within the city limits of Mountain Brook, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: ACAA59495-ATRP(006) Resurface CR-113 (Rocky Ridge Road) from Lorna Road to CR-97 (Shades Crest Road) Plane, Resurface and Traffic Stripe.

**WHEREAS**, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

**WHEREAS**, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

**BE IT RESOLVED** by the City Council of Mountain Brook that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to is hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its Council hereby *grants* to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A - This project does not require permanent barricade or relocation of any intersection streets.

Please refer to: Project Notes	(Sheet 2E)
Please refer to: Traffic Control Plan Notes	(Sheet 2F)
Please refer to: Traffic Signal Plan Notes	(Sheet 2G)
Please refer to: Sequence of Construction and Traffic Control Plan	(Sheets 11 -14)

**BE IT FURTHER RESOLVED** by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the City will not in the future do any of the following without written approval of the Alabama Department of Transportation and the Federal Highway Administration: permit encroachments upon the right of way; pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; permit other than parallel parking in areas where parking is permitted; allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

#### APPENDIX 5

---

#### EXHIBIT 7

#### RESOLUTION NO. 2015-098

**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 between the City and Trobaugh and Company, LLC, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, with respect to business license and tax auditing services.

#### APPENDIX 6

---

**EXHIBIT 8****RESOLUTION NO. 2015-099**

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

1. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be requested to install one fire hydrant to service the Piggly Wiggly, at the following location:

Approximately 255' along the south right-of-way of Vine Street from the centerline of Jackson Boulevard.

2. That Brasfield & Gorrie Construction will pay the Water Works and Sewer Board of the City of Birmingham, Alabama, the installation cost.

3. That the Water Works and Sewer Board of the City of Birmingham, Alabama, be authorized to charge additional rental charges for one fire hydrant to service the Piggly Wiggly.

4. That the City Clerk be hereby directed to furnish the Water Works and Sewer Board of the City of Birmingham a certified copy of the resolution.

**APPENDIX 7****EXHIBIT 9**

**RESOLUTION NO. 2015-100  
PUBLIC NUISANCE AT 4599 BRIAR GLEN DRIVE -  
OVERGROWTH OF GRASS AND WEEDS**

**WHEREAS**, the City of Mountain Brook, Alabama ("the City") is a municipal corporation constituted by and under the laws of the State of Alabama;

**WHEREAS**, pursuant to ALA. CODE §§ 11-67-60 *et. seq.* (1975), the City Council of the City, its governing body, may declare that a public nuisance exists on properties within the City limits due to an abundance of overgrowth of grass and weeds that is injurious to the general public health, safety, and general welfare, and order the abatement of such nuisance;

**WHEREAS**, Majiha Mungara, Raju Mungara and Padmalatha Mungara (collectively, the "Owners") own an improved lot in the City at 4599 Briar Glen Drive on which a residential structure is located (the "Property");

**WHEREAS**, the City Council has been presented and considered evidence concerning the overgrowth of grass and weeds on and throughout the Property; and

**WHEREAS**, the Owners have not taken remedial action to correct the overgrowth of grass and weeds on the Property following past requests by City officials.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City, as follows:

1. **Preliminary Declaration of Public Nuisance.** As contemplated in ALA. CODE § 11-67-60 *et. seq.*(1975), the Council finds that, based on substantial evidence, it is in the public interest of the that the overgrowth of grass and weeds on the Property be declared a public nuisance for any or all of the following reasons:

- (a) it provides a breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects, and pests;
- (b) its height and dryness constitutes a serious fire threat or hazard;
- (c) its height hides debris, such as broken glass or metal, that could inflict injury on a person going upon the property;
- (d) its appearance is unsightly; and
- (e) the height of the grass or weeds on the Property, other than ornamental plant growth, exceeds 12 inches.

2. **Public Hearing.** The Council directs the City Clerk to schedule a public hearing concerning the matters herein. At the conclusion of that hearing the City Council, based on all information presented to it by that time, shall make a final decisions whether a public nuisance exists on the Property and, if so, how it should be abated. If a final determination of nuisance is made, the City Council may order that the City (through its own forces or by a contractor) enter the Property and perform abatement operations thereon, and that the costs incurred by the City in connection therewith be collected and subsequently assessed as a lien against the Property.

3. **Notice.** At least twenty one (21) days before the date of the aforesaid public hearing, notice of this Resolution and other pertinent matters shall be provided to the Owners in the manner contemplated in ALA. CODE § 11-67-62 (1975). Among those matters, this notice will advise the Owners of the time, place and date of the aforesaid public hearing, their right to contest the declaration in this Resolution, and their right to appear at that hearing and present evidence, objections, and protests pertinent to the subject conditions on the Property and abatement of those conditions.

4. **Severability.** If any part, section, or subdivision of this Resolution shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not be construed to invalidate or impair the remainder of this resolution, which shall continue in full force and effect notwithstanding such holding.

5. **Effective Date.** This Resolution shall become effective immediately upon its adoption and such publication, if any, as may be required by law.

---



To Protect and Serve  
**BLOUNTSTVILLE POLICE DEPARTMENT**

P.O. Box 186  
Blountsville, AL 35031

Police Dept Phone  
205-499-2406  
205-499-4010 (FAX)

**DANIEL FREDA**  
Acting Police Chief

Memorandum

To: Chief Ted Cook  
From: Lt. Chuck Clark  
Date: 06/23/2015  
Re: Radar Units to be declared surplus

The following is a list of radar units (along with their associated antennas, cables, remotes, and brackets) which need to be declared surplus:

- (8) MPH Ranger R/O 991056 units with serial numbers:  
RNG105600202  
RNG105600189  
RNG105600204  
RNG105600206  
RNG105600191  
RNG105600188  
RNG105600205  
RNG105600187

- (2) MPH Ranger R/O 991134 units with serial numbers:  
RNG113400002  
One Unit with S/N removed

- (1) MPH Python K 990846 serial number PYT846003069

Dear Sir,

It is our understanding that your department has some surplus hand-held radios or radar units that are not being used. The Blountsville Police Department is in dire need of such equipments and we would greatly appreciate your passing any such radios on to us.

As a small department we struggle to get and maintain the equipment needed to serve the needs of our community. These radios would be greatly appreciated and greatly help us to keep all officers well equipped.

Thank you in advance for any help you can give us regarding these radios and any other surplus equipment you may have

Sincerely,

Daniel Freda

Acting Police Chief

APPENDIX 1

Raymond J. Horn  
Chief of Police

*Warrior Police Department*

216 Main Street  
Warrior, Alabama 36180  
(205) 847-0621

Phone:  
(205) 847-0621 or  
(205) 847-0630  
Fax  
(205) 847-4508 or  
(205) 847-0631

Chief Ted Cook  
Mountain Brook Police Department  
101 Tibbett Street  
Mountain Brook, AL 35213

June 19, 2015

Chief Cook,

It is my understanding that your Department is in possession of radar equipment that will soon be declared as surplus property. The Warrior Police Department has a need for such equipment and would be very interested in receiving 5-6 radar units. Thank You in advance for your consideration.

Raymond J. Horn  
*[Signature]*  
Chief of Police  
Warrior Police Department

MEMO

TO: Steve Beane  
 FROM: Sue DeBrecht, Library Director *SD*  
 DATE: July 9, 2015  
 RE: Carpet Bid

After review of the carpet bid from Commercial Flooring Systems, Inc., I recommend bid be awarded as set in the bid document.

Additional expense will be incurred in the rental of book carts in order to remove books from shelving for the carpet installation. The cost of this rental is \$80/per day plus \$250 for delivery and pickup of book carts. The carts will be used for approximately 10-15 days per floor with an approximate total of \$1,450, depending on number of days rented.

Library staff will provide labor to remove books from shelving and return books after carpet is installed. With installation taking place during normal library hours, minimal overtime is expected.

EMMET O'NEAL LIBRARY CARPET REPLACEMENT CALENDAR

Date	Day	Time	Event
A	June 12, 2015		Invitation to bid published by posting.
B	June 24, 2015	10 a.m.	Mandatory pre-bid walk through.
C	June 24, 2015	4 p.m.	Deadline for bidders' request for information or clarification. (Any question received will result in an addendum that must be sent out to all prospective bidders).
D	July 2, 2015	10:00 a.m.	Social bid opening, Emmet O'Neal Library
E	July 6, 2015	6:00 p.m.	City Council meeting at which time the bid is expected to be formally awarded.
F	July 7, 2015	5 p.m.	Notice of bid award e-mailed to all bidders.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned warrant, represents and agrees to each of the following in connection with its Bid Response for the contract to be awarded for the Emmet O'Neal Library Carpet replacement bid:

- (a) It has not colluded with any other bidder;
- (b) It has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) It has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the contract contemplated in this bid;
- (d) All the information contained in the response to the bid is true and correct; and
- (e) The Library may rely on information submitted in awarding the subject contract.

COMMERCIAL FLOOR SYSTEMS, INC.  
Name of Firm or Company Submitting Bid

By: Michelle D. Adams  
Signature of Bidder Representative

Printed Name: Michelle D. Adams

Title: Proj. Mgr.

Date: 7/1/15

Sworn to and subscribed before me on this 1<sup>st</sup> day of July, 2015.

Judy Smith  
Notary Public

NOTARY PUBLIC  
 COURTNEY SMITH  
 ALABAMA, STATE AT LARGE  
 My Commission Expires August 12, 2018

APPENDIX 2

Book cart rental:  
 Carts \$4 / per day x 20 carts = \$80 / per day  
 \$125 Delivery Fee  
 \$125 Pickup Fee

First Floor Installation Timelines:  
 Estimated time to install carpet on first floor, according to Commercial Flooring Systems, Inc., is 7 days with staff removing books from shelves.  
 Installation proposed to begin first floor Monday, August 3<sup>rd</sup> beginning in the lobby area, extending to the elevator and circulation desk area.

The lobby area to the elevator and Circulation desk areas are to be completed on Monday, August 3<sup>rd</sup>. Elevator access will not be available on Monday, August 3<sup>rd</sup> and it is recommended the library be closed to the public for that one day. The Children's Department will be closed to the public for the remainder of the week with access to Summer Reading materials in the meeting rooms.

Patrons will have access to second floor on Tuesday, August 4<sup>th</sup>

CITY OF MOUNTAIN BROOK  
 STANDARD BID FORM  
 June 12, 2014

Phase No. 1 - First Floor	ITEM	SPECIFICATIONS	*Option 1 Time to complete	Option 1 Time to complete	**Option 2 Time to complete	Option 2 Time to complete
1.	Shelving with On Line Access Auhler Isomil	103917 Bookcase	\$	\$	\$	\$
2.	JPH18	104219 Barb				
3.	Fiber Book Shop	10x12 300sq ft Turn				
*Includes moving books from shelves and replacing them in order, removal and disposal of old product as well as cleanup **Library staff to assist moving books from shelves and replacing them in order during normal working hours.						
Phase No. 1 Total			\$120,000		\$67,880	12 DAYS
Phase No. 2 - Second Floor	ITEM	SPECIFICATIONS	*Option 1 Time to complete	Option 1 Time to complete	**Option 2 Time to complete	Option 2 Time to complete
1.	Shelving with On Line Access Auhler Isomil	103917 Bookcase	\$	\$	\$	\$
*Includes moving books from shelves and replacing them in order, removal and disposal of old product as well as cleanup **Library staff to assist moving books from shelves and replacing them in order during normal working hours.						
Phase No. 2 Total			\$120,000		\$67,880	15 DAYS

MUNICIPALITIES ARE EXEMPT FROM STATE SALES TAX

This bid must be submitted:  
 Sworn to and subscribed before me on this 1<sup>st</sup> day of July, 2015.

Judy Smith  
Notary Public

NOTARY PUBLIC  
 COURTNEY SMITH  
 ALABAMA, STATE AT LARGE  
 My Commission Expires August 12, 2018

BIDDER: COMMERCIAL FLOOR SYSTEMS, INC.  
 ADDRESS: 62 LOWMIEVE INDUSTRIAL COURT  
 CITY: ALABASTER STATE: AL ZIP: 35007  
 TELEPHONE: 205-1463-7346 DATE: 7/1/15



Company ID Number: S19204

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4216.

**Employer: CFS Services, Inc.**

**Tommy Smith**  
Name (Please Type or Print) Title

**Electronic Signature** **03/12/2012**  
Signature Date

**Department of Homeland Security - Verification Division**

**TSCIS Verification Division**  
Name (Please Type or Print) Title

**Electronic Signature** **03/12/2012**  
Signature Date

**Information Required for the E-Verify Program**

**Information relating to your Company:**

**Company Name:** CFS Services, Inc.

**Company Facility Address:** 13 Longview Industrial Court  
Alabaster, AL 36807

**Company Alternate Address:**

**County or Parish:** HELBY

**Employer Identification Number:** 02328943

**STATE OF ALABAMA**

**LICENSE NO. 3769**

**RENEWAL**

**TYPE**

**THIS IS TO CERTIFY THAT**

**State Licensing Board for General Contractors**

**CFS SERVICES INC**  
**ALABASTER, AL 36807**

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

**BE-B: FLOOR CONCRETE, BE-C: MARBLE, BE-D: TERRAZZO, BE-E: TILE, BE-S: TRAFFIC CONTROL AND SAFETY**

until **October 31, 2015** when this Certificate expires.  
When on back and seal of the Board, dated Montgomery, AL.

**107169**

*Chad Walker*  
**Chad Walker**  
18th Day of November, 2014  
**SECRETARY/TREASURER**

**CHAUDHAN**

APPENDIX 2



Company ID Number: S19204

**North American Industry Classification Systems Code:** 36

**Administrator:**

**Number of Employees:** 10 to 19

**Number of Sites Verified for:** 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- ALABAMA 1 (04/1)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

**Name:** Tommy E. Smith  
**Telephone Number:** (205) 662-7246  
**E-mail Address:** tommy@comservicelicensing.com

**Ext. Number:** (205) 664-0968



Overbrook Road  
July 6, 2015  
Page 2

**Geotechnical Recommendations:**  
See the geotech proposal from Elsite GeoSciences.

**Roadway Plans:**  
Plans will be designed for the proposed improvements to the roadway and sidewalk. The plans will be suitable for issuing to contractors to bid. The plans will include a grading and layout, drainage, pavement design, striping, erosion control, and traffic control elements.

Sain will also prepare technical specifications for the proposed improvements.

Sain understands the City has the existing bridge inspected routinely. Therefore, no exploration of the bridge or underneath the bridge will be performed in this project.

It is expected the improvements will remain under one acre; therefore, a Notice of Intent will not be prepared for permitting with ADEM.

**Advertising and Bidding Services:**

Sain will prepare an advertisement and summary of improvement for the City. Since the construction is expected to be less than \$50,000, the City will not publicly advertise the bid. The advertisement and summary of improvements will be suitable for the City to send to selected contractors of their choice. Sain will review the bids and recommend an award of the contract to the City. The City will handle contract execution, conducting of meetings with the contractor, and construction inspection and oversight. A contract document package containing bonds, general conditions, special conditions, and contract will not be prepared.

<b>FEES</b>	
Lump Sum	\$9,000.00

**REVISIONS**  
Any additional work not stated in the scope of work above will be billed hourly in accordance with the rate schedule shown on the enclosed Terms and Conditions.

**EXCEPTIONS**

- Boundary Survey
- ALTA/MCSM Survey Requirements
- ROW Limits will not be re-established
- Construction Services – layout, staking, inspection, or testing
- Exploration of the bridge, its substructure, or underneath the bridge

APPENDIX 3

July 6, 2015

Ronnie Vaughn  
Public Works Director  
City of Mountain Brook  
58 Church Street  
Mountain Brook, AL 35213

**SUBJECT:** Overbrook Road from Mountain Brook Parkway to Park Brook Road  
Sain Associates Project Number: 18-8148

Dear Ronnie,  
Please accept this letter as our proposal to provide you with surveying and engineering services.

**General Understanding of the project:**  
The existing bridge on Overbrook Road between Mountain Brook Parkway and Park Brook Road has concrete between the asphalt pavement and bridge rails. The concrete on the north side of the bridge is functioning as a pedestrian walkway as it connects Jamison Trail to the sidewalk at the Overbrook Road/Mountain Brook Parkway intersection. However, the existing concrete is uneven and narrow and does not meet ADA standards. The intent of this project is to widen the concrete to approximately 4' wide for it to better serve as a sidewalk. To accomplish the concrete widening, the road will be shifted to the south and the centerline will be respaced. Curbs will be installed on both sides of the bridge. Steel dowels will be installed into the existing concrete on the bridge and new concrete will be poured between the new curbs and bridge rails. ADA curb ramps will be installed at the existing crosswalk located between the bridge and Park Brook Road. If ADA standards cannot be met, Sain will document this to the City.

**Topographic Survey:**  
Contours will be shown at 1-foot intervals and based from an assumed datum. Spot elevations will be shown in flat areas. Two benchmarks will be set on site. We will show visible utilities and subsurface utilities as marked by utility companies. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities.

Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, travel lanes, pavement stripes, sidewalks, bridge walls and bridge decks. Landscaped areas and tree lines will be shown on survey, individual shrubs and trees will NOT be shown on survey.

Limits will extend to the Northwest, from the bridge near the intersection of Overbrook Road and Mountain Brook Parkway, along Overbrook Road a distance of 30 feet. Limits will also extend to the Southeast along Overbrook Road to a point 25 feet Southeast of the existing bridge.

Celebrating 40 Years of Excellence in Engineering and Surveying

Two Perimeter Park South, Suite 500 East - Birmingham, Alabama 35243  
p (205) 940-8420 - f (205) 940-6433  
www.sain.com



Overbrook Road  
July 6, 2015  
Page 3

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

*Alicia Bailey*

Alicia Bailey, P.E.  
Infrastructure Team Leader  
Alabama Lic. No. 26338

ACCEPTED:

City of Mountain Brook, Alabama

By: *Ronnie Vaughn*

Date: *July 13, 2015*

*James A. Meads*

James A. Meads, PE  
President/CEO  
AL PE#17294

Enclosures: Terms and Conditions, Schedule 2015

**SAIN ASSOCIATES, INC.  
TERMS AND CONDITIONS**

<b>Rates:</b>	
Principal	\$180.00 - \$175.00 per Hour
Engineer/Partner	\$85.00 - \$145.00 per Hour
City Professional	\$125.00 per Hour
Designer	\$77.00 - \$115.00 per Hour
Surveyor	\$60.00 - \$125.00 per Hour
Survey Crew (1-Person)	\$80.00 per Hour
Survey Crew (2-Person)	\$125.00 - \$145.00 per Hour
Survey Crew (3-Person)	\$165.00 per Hour
Survey Crew (Overseas, Holidays - 3-Person)	\$185.00 - \$175.00 per Hour
Survey Crew (Overseas, Holidays - 2-Person)	\$200.00 per Hour
Administrative Support	\$40.00 per Hour per Night - \$60.00 per Hour

\* Overtime rate is based on working over 8 hours a day

**Retainable Expenses:**  
Pending, contract control service, and travel expenses are not included within our base fee and will be passed along to you at our cost, plus 10%.

**Payment:**  
To be made monthly based upon the percentage of work completed and invoiced to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon your successful completion of the project. If any payment due for services and expenses hereunder is not made in full within thirty (30) days after receipt of invoice, the amount due Sain Associates, Inc. shall include a charge of the rate of 1.5% per month less one (1%) day, plus attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. In addition, we reserve the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

**AL Assignment Law Compliance:**  
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal assignment law or knowingly employ, hire or subcontract, or contract in anyway an unlicensed 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.

**Standard of Care:**  
The standard of care for all professional services performed as furnished by Sain Associates under this Agreement will be the skill and care used by members of Sain Associates' profession practicing under similar circumstances at the same time and in the same locality. Sain makes no warranties, express or implied, under this Agreement or otherwise, in connection with Sain's services.

**Limitation of Remedies:**  
Liability of Sain Associates, Inc. resulting from errors, omissions, or the negligence of Sain Associates, Inc. or agents or employees, pursuant to work under this agreement shall not exceed the lesser of the value of engineering or surveying services required to correct the deficiency or the fees associated for the work covered hereunder or the actual cost of the remedial. This provision is being agreed to as a result of the fees being charged.

**Dispute Resolution:**  
Client and Sain Associates agree that if a dispute arises out of or relative to this contract the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irreversibly prejudice one of the parties. Mediation to take place in County where project is located and if mediation cannot be agreed upon by parties then it is agreed that AAA (American Arbitration Association) will appoint mediator and the parties agree to split cost of mediator \$2,000.

**Indemnification:**  
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, here and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, in the event such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, omissions or inactions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

**Force Majeure:**  
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**Termination of Contract:**  
Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant will terminate the Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

**Ownership of Documents:**  
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional services, and Consultant shall retain all ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional services for the purpose of establishing, acquiring and managing the Project. Reason a modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.





July 6, 2015

Alicia Bailey, P.E.  
 Sain Associates  
 Two Perimeter Park South  
 Suite 500 East  
 Birmingham, Alabama 35243

Subject: Proposal for Pavement Section Input  
 Proposed Overbrook Road Widening  
 Mountain Brook, Alabama  
 BHATE Reference Number: 8265-15

Dear Mrs. Bailey:

We are pleased to submit the following proposal to perform a brief investigation and limited geotechnical engineering evaluation pertaining to the proposed widening of Overbrook Road at the intersection of Overbrook and Mountain Brook Parkway in Mountain Brook, Alabama. Based on telephone conversations with you, we understand the following:

- The City of Mountain Brook is proposing to widen Overbrook Road approximately one (1) foot. The widening will occur on the south side of the road where the existing Overbrook Road bridge is located. We understand that virtually no grading would be required to accommodate the very narrow lane widening.
- You informed us the objective of the evaluation would be to determine the existing pavement section of Overbrook Road, and provided the existing pavement appears to be performing satisfactorily, the existing pavement section would be duplicated for the widening. We recommend conducting two (2) cores in the existing road to determine the pavement build-up. Coring through the existing pavement would be conducted by a sub-contractor, and coring in the roadway would require portions of Overbrook Road to be closed for about two hours. We have assumed a typical asphalt pavement section (less than 12 inch total thickness) would be penetrated. Coring through obstructions or exploration to greater depths would be conducted on a unit rate basis.
- Our written report, following the completion of the field work, would describe the thickness of the existing pavement components. In addition to investigating the existing pavement section, site preparation recommendations including subgrade and base course compaction guidelines would be included in our written report.

QUALITY • SERVICE • EXCELLENCE • SAFETY

**ESTIMATED BUDGET**

Our services would be conducted on a unit-rate basis in accordance with our 2015 unit-fee schedule. However, based on the proposed scope of services and assuming no unusual conditions are encountered, our budget estimate is **\$1,000.00**. Submittal of the written report would culminate the services to be provided under this proposal. If site conditions encountered during exploration warrant additional exploration or evaluation, then we would notify you and discuss the recommended additional services. However, the budget would not be exceeded without your authorization.

**SCHEDULE OF SERVICE PERFORMANCE**

We anticipate field work could begin approximately three (3) normal business days after we receive written authorization to proceed, and a written report of our findings would be issued within approximately one (1) week after the completion of the field work.

**GENERAL NOTES AND AUTHORIZATION**

BHATE personnel would perform those services outlined above. Client and BHATE may subsequently agree in writing to provide additional services under this agreement for additional, negotiated compensation. Services we provide would be consistent with the engineering standards prevailing at the time and in the area the services would be performed; no other warranty, either expressed or implied, is intended.

The attached General Terms and Conditions should be acknowledged as a part of this proposal. A signed copy of the attached Proposal Acceptance Sheet, returned to our office would serve as our authorization to proceed with the exploration.

**CLOSING**

We appreciate the opportunity to present this proposal to you. If you have any questions or need modifications to our scope of services, we would be happy to discuss them with you. We look forward to working with you on this project.

Respectfully submitted,  
 BHATE GEOSCIENCES CORPORATION

*[Signature]*  
 Drew Thornbury, P.E.  
 Senior Project Engineer

*[Signature]*  
 Charles R. Burgin, P.E., P.G.  
 Principal





STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20150709101313739



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20150709101313739



Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: 210000 County: 379 00
Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) State: 110000 County: 379 00
Trade Name: IZ CAFE Filing Fee: \$100.00
Applicant: R D ENGLISH VILLAGE LLC Transfer Fee:
Location Address: 2037 CAHABA RD MOUNTAIN BROOK, AL 35223
Mailing Address: 3325 ROCKY RIDGE PLAZA, SUITE 100 VESTAVIA HILLS, AL 35243
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Type Ownership: LLC

Book, Page, or Document Info: SRV 13062295 - 8374032
Date Incorporated: 07/29/2013 State incorporated: DE County incorporated:
Date of Authority: 07/31/2013 Alabama State Sales Tax ID: R008746854

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Includes entries for ELLIEN VERONICA DONERTY and MARY BALDRO REED.

Has applicant complied with financial responsibility ABC RR 20-X-5-147 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? NO
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: MARY REED Home Phone: 205-979-8456
Business Phone: 205-979-7522 Cell Phone: 205-533-1456
Fax: E-mail: KAY@EVERYTHINGIZ.COM
PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: ENGLISH VILLAGE LLC C/O KAHN PROPERTIES 205-833-7788
What is lessors primary business? PROPERTY LEASING & MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
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? YES
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: 2000 Display Square Footage:
Building seating capacity: 35 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE 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)?

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. Currently empty.

APPENDIX 4



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20150709101313739



Initials each Signature page
In reference to law violations, I attest to the truthfulness of the responses given within the application.
In reference to the Licensee/property ownership, I attest to the truthfulness of the responses given within the application.
In reference to ACT No. 80-623, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by the application.
In reference to Special Rules 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 Civil Application Information, I attest to the truthfulness of the responses given within the application.
In reference to the transfer of license/operation, I attest to the truthfulness of the information listed on the attached transfer agreement.
In accordance with Alabama Rules & Regulations 20-X-6-21(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 in 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 20, 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 violates any provisions of the aforementioned laws he or she 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 change in the manner of operation and no cessation 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.

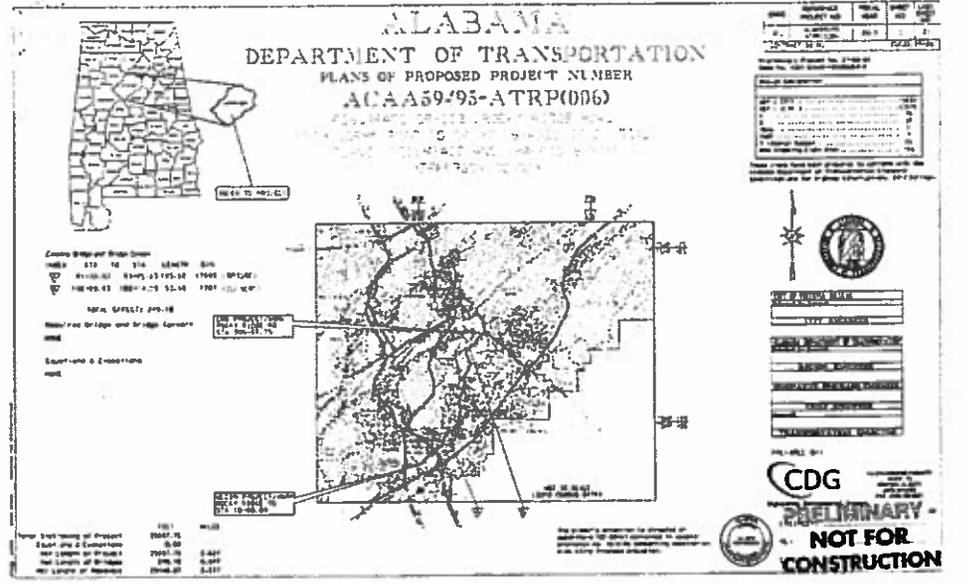
I hereby swear and affirm that I have read the application and all statements herein and same set forth are true and correct, and that this applicant is the only person interested in the business for which the license is required.
Applicant Name (print): MARY B REED
Signature of Applicant: [Signature]
Notary Name (print): Valencia Johnson
Notary Signature: [Signature] Commission expires: 4-2018
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:



Application Type: APPLICATION
Application Information: License Type: 040 - RETAIL BEER (ON OR OFF PREMISES)
License Type: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
License County: JEFFERSON
Business Type: LLC
Trade Name: IZ CAFE
Applicant Name: R D ENGLISH VILLAGE LLC
Location Address: 2037 CAHABA RD MOUNTAIN BROOK, AL 35223
Mailing Address: 3325 ROCKY RIDGE PLAZA, SUITE 100 VESTAVIA HILLS, AL 35243
Contact Person: MARY REED
Contact Home Phone: 205-979-8456
Contact Business Phone: 205-979-7522
Contact Fax:
Contact Cell Phone: 205-533-1456
Contact Email Address:
Contact Web Address:

### INDEX TO DRAWINGS

NO.	DESCRIPTION
1	PLAN SHEET
2	SECTION SHEET
3	UTILITY SHEET
4	STANDARD & SPECIAL DRAWINGS
5	PROPOSED PROJECT NUMBER
6	ALABAMA DEPARTMENT OF TRANSPORTATION
7	DATE
8	SCALE
9	PROJECT NAME
10	PROJECT LOCATION
11	PROJECT NUMBER
12	PROJECT DATE
13	PROJECT STATUS
14	PROJECT TYPE
15	PROJECT PHASE
16	PROJECT OWNER
17	PROJECT CONTACT
18	PROJECT ADDRESS
19	PROJECT CITY
20	PROJECT COUNTY
21	PROJECT STATE
22	PROJECT ZIP
23	PROJECT ELEVATION
24	PROJECT DISTANCE
25	PROJECT AREA
26	PROJECT PERIMETER
27	PROJECT CENTERLINE
28	PROJECT RIGHT-OF-WAY
29	PROJECT ADJACENT PROPERTIES
30	PROJECT SURROUNDING LAND
31	PROJECT NEIGHBORHOOD
32	PROJECT ZONING
33	PROJECT REGULATIONS
34	PROJECT PERMITS
35	PROJECT INSURANCE
36	PROJECT BIDDING
37	PROJECT CONTRACT
38	PROJECT SCHEDULE
39	PROJECT BUDGET
40	PROJECT COSTS
41	PROJECT REVENUE
42	PROJECT FINANCING
43	PROJECT MAINTENANCE
44	PROJECT OPERATIONS
45	PROJECT EVALUATION
46	PROJECT IMPROVEMENTS
47	PROJECT MODIFICATIONS
48	PROJECT CLOSURE
49	PROJECT RE-OPENING
50	PROJECT COMPLETION



### PLANS LEGEND SHEET

SYMBOL	DESCRIPTION
[Symbol]	STATE BOUNDARY LINE
[Symbol]	CITY BOUNDARY LINE
[Symbol]	COUNTY BOUNDARY LINE
[Symbol]	SECTION CORNER
[Symbol]	SECTION CENTERLINE
[Symbol]	SECTION PERIMETER
[Symbol]	SECTION ADJACENT PROPERTIES
[Symbol]	SECTION SURROUNDING LAND
[Symbol]	SECTION NEIGHBORHOOD
[Symbol]	SECTION ZONING
[Symbol]	SECTION REGULATIONS
[Symbol]	SECTION PERMITS
[Symbol]	SECTION INSURANCE
[Symbol]	SECTION BIDDING
[Symbol]	SECTION CONTRACT
[Symbol]	SECTION SCHEDULE
[Symbol]	SECTION BUDGET
[Symbol]	SECTION COSTS
[Symbol]	SECTION REVENUE
[Symbol]	SECTION FINANCING
[Symbol]	SECTION MAINTENANCE
[Symbol]	SECTION OPERATIONS
[Symbol]	SECTION EVALUATION
[Symbol]	SECTION IMPROVEMENTS
[Symbol]	SECTION MODIFICATIONS
[Symbol]	SECTION CLOSURE
[Symbol]	SECTION RE-OPENING
[Symbol]	SECTION COMPLETION

### INDEX TO STANDARD & SPECIAL DRAWINGS

NO.	DESCRIPTION
1	STANDARD DRAWING
2	SPECIAL DRAWING
3	PROPOSED PROJECT NUMBER
4	ALABAMA DEPARTMENT OF TRANSPORTATION
5	DATE
6	SCALE
7	PROJECT NAME
8	PROJECT LOCATION
9	PROJECT NUMBER
10	PROJECT DATE
11	PROJECT STATUS
12	PROJECT TYPE
13	PROJECT PHASE
14	PROJECT OWNER
15	PROJECT CONTACT
16	PROJECT ADDRESS
17	PROJECT CITY
18	PROJECT COUNTY
19	PROJECT STATE
20	PROJECT ZIP
21	PROJECT ELEVATION
22	PROJECT DISTANCE
23	PROJECT AREA
24	PROJECT PERIMETER
25	PROJECT CENTERLINE
26	PROJECT RIGHT-OF-WAY
27	PROJECT ADJACENT PROPERTIES
28	PROJECT SURROUNDING LAND
29	PROJECT NEIGHBORHOOD
30	PROJECT ZONING
31	PROJECT REGULATIONS
32	PROJECT PERMITS
33	PROJECT INSURANCE
34	PROJECT BIDDING
35	PROJECT CONTRACT
36	PROJECT SCHEDULE
37	PROJECT BUDGET
38	PROJECT COSTS
39	PROJECT REVENUE
40	PROJECT FINANCING
41	PROJECT MAINTENANCE
42	PROJECT OPERATIONS
43	PROJECT EVALUATION
44	PROJECT IMPROVEMENTS
45	PROJECT MODIFICATIONS
46	PROJECT CLOSURE
47	PROJECT RE-OPENING
48	PROJECT COMPLETION





PROJECT NOTES

Table with 3 columns: No., Date, and Description.

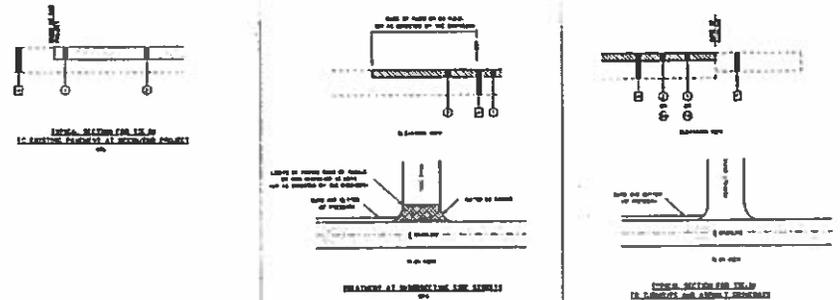
- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT...

- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT...

Table with 4 columns: No., Date, Description, and Remarks.

TYPICAL SECTIONS

Table with 3 columns: No., Date, and Description.



Material Specifications section containing a table of materials and their descriptions, along with a diagram of a road cross-section.

TRAFFIC SIGNAL PLAN NOTES

Table with 3 columns: No., Date, and Description.

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT...

Table with 4 columns: No., Date, Description, and Remarks.

GENERAL TRAFFIC CONTROL PLAN NOTES

Table with 3 columns: No., Date, and Description.

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT AND SHALL ONLY BE RESPONSIBLE FOR THE DESIGN OF THE PROJECT...

Table with 4 columns: No., Date, Description, and Remarks.

SUMMARY OF QUANTITIES

PROJECT NO. 1520150713  
 DATE: 07/13/2015

**REQD GUARDRAIL AND GUARDRAIL END ANCHORS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
1	Steel Guardrail	Lineal Foot	1000	12.50	12500.00	
2	Guardrail End Anchor	Each	200	15.00	3000.00	

**REQD REMOVING GUARDRAIL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
3	Remove Steel Guardrail	Lineal Foot	1000	1.50	1500.00	

**REQD REMOVING PIPE**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
4	Remove 48" Dia. Pipe	Lineal Foot	500	3.00	1500.00	

**REQD DRAINAGE SUMMARY**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
5	Storm Drain	Lineal Foot	1000	10.00	10000.00	
6	Storm Manhole	Each	10	1000.00	10000.00	

ALABAMA DEPARTMENT OF TRANSPORTATION  
 PROJECT NO. 1520150713  
 DATE: 07/13/2015

SUMMARY OF QUANTITIES

PROJECT NO. 1520150713  
 DATE: 07/13/2015

**REQD TRAFFIC SIGNAL WORK**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
7	Traffic Signal Head	Each	10	1000.00	10000.00	
8	Traffic Signal Pole	Each	5	2000.00	10000.00	
9	Traffic Signal Cabinet	Each	5	1000.00	5000.00	

ALABAMA DEPARTMENT OF TRANSPORTATION  
 PROJECT NO. 1520150713  
 DATE: 07/13/2015

SUMMARY OF QUANTITIES

PROJECT NO. 1520150713  
 DATE: 07/13/2015

**REQD EROSION AND SEDIMENT CONTROL**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
10	Silt Fence	Lineal Foot	1000	1.00	1000.00	
11	Strom Silt Fence	Lineal Foot	500	1.50	750.00	

**REQD AGGREGATE SURFACING**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
12	Aggregate Surfacing	Square Yard	1000	10.00	10000.00	

ALABAMA DEPARTMENT OF TRANSPORTATION  
 PROJECT NO. 1520150713  
 DATE: 07/13/2015

SUMMARY OF QUANTITIES

PROJECT NO. 1520150713  
 DATE: 07/13/2015

**REQD TRAFFIC SIGNAL WORK**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
13	Traffic Signal Head	Each	10	1000.00	10000.00	

**REQD HAZARD MARKERS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
14	Hazard Marker	Each	1000	1.00	1000.00	

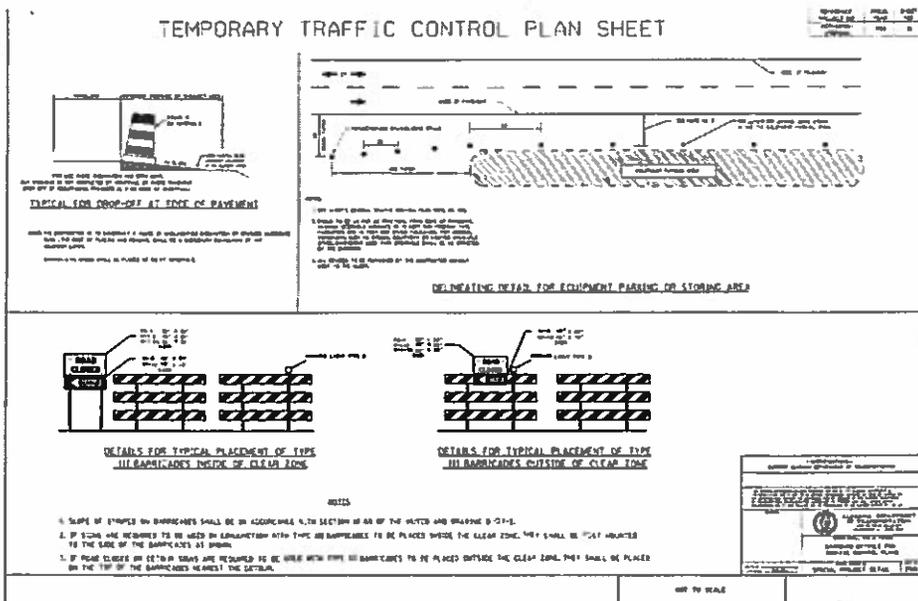
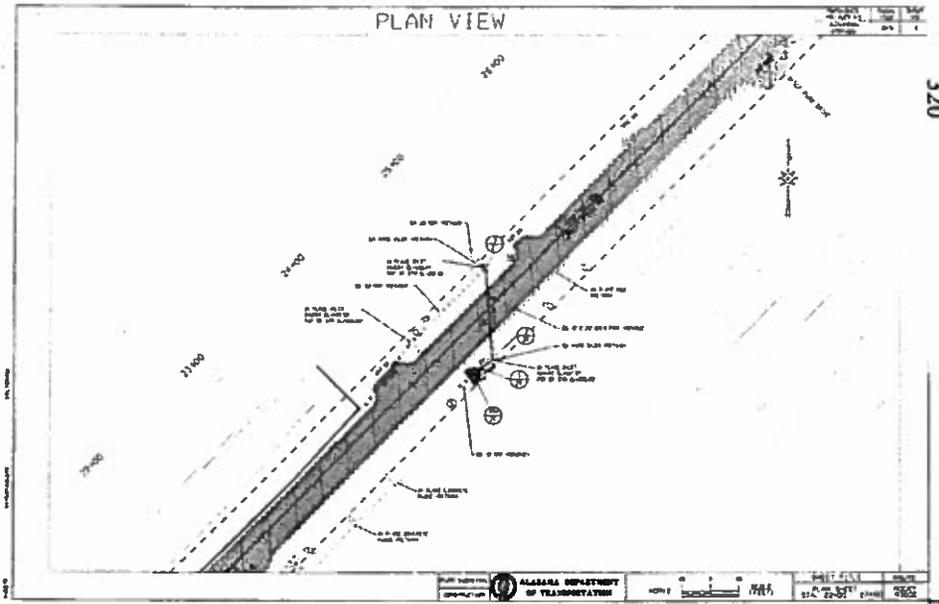
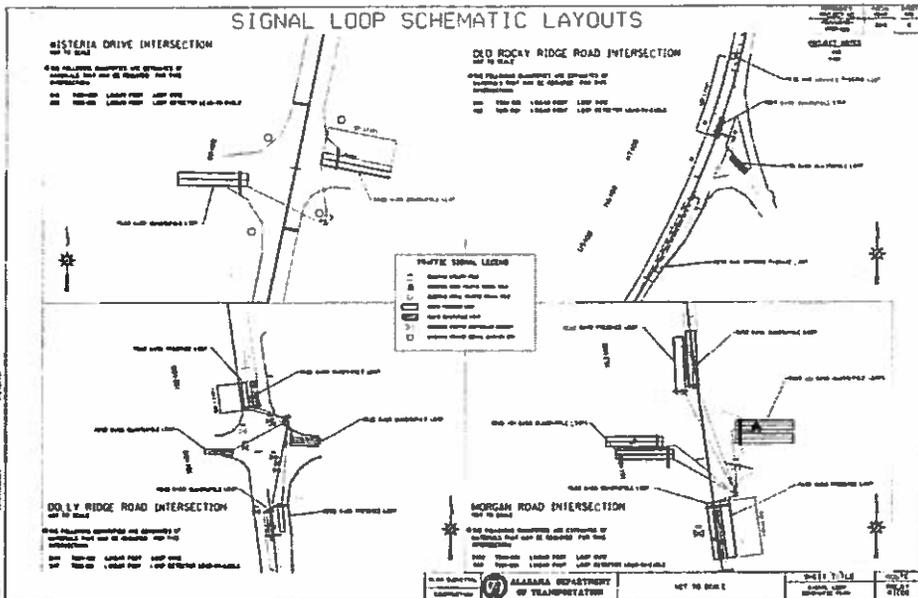
**REQD ROLLED EROSION CONTROL PRODUCT**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
15	Roller Erosion Control Product	Square Yard	1000	10.00	10000.00	

**REQD HAZARD MARKERS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	REMARKS
16	Hazard Marker	Each	1000	1.00	1000.00	

ALABAMA DEPARTMENT OF TRANSPORTATION  
 PROJECT NO. 1520150713  
 DATE: 07/13/2015



### SEQUENCE OF CONSTRUCTION AND TRAFFIC CONTROL SUMMARY OF QUANTITIES

PROJECT NO. ACAA59495-ATRP10011  
 JEFFERSON COUNTY

**LIST**  
 1. Item 1.000 - 1.000  
 2. Item 1.000 - 1.000  
 3. Item 1.000 - 1.000  
 4. Item 1.000 - 1.000

**SEQUENCE OF CONSTRUCTION - PHASE I**  
 1.000 - 1.000  
 2.000 - 2.000  
 3.000 - 3.000  
 4.000 - 4.000

**SEQUENCE OF CONSTRUCTION - PHASE II**  
 1.000 - 1.000  
 2.000 - 2.000  
 3.000 - 3.000  
 4.000 - 4.000

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT	PERCENT	REMARKS
1.000	1.000	100	1.000	100.00	100.00	
2.000	2.000	200	2.000	200.00	100.00	
3.000	3.000	300	3.000	300.00	100.00	
4.000	4.000	400	4.000	400.00	100.00	

ALABAMA DEPARTMENT OF TRANSPORTATION  
 NOT TO SCALE



AGREEMENT

This Agreement made and entered in on the 1st day of August, 2015, by and between the City of Mountain Brook, Alabama, a municipal corporation (the "City") and Trobaugh & Company, LLC ("Trobaugh")

Whereas, City is in need of an agent capable of performing certain auditing services, and

Whereas, Trobaugh has met, or will meet, the requirements under the Lead Tax Precedent Act of 1994, and continued in Code of Alabama 1975 ("Act") and is capable of performing certain auditing services, such as the verification of records relating to contracts, subcontractors, purchase invoices, sales tax returns, leases and other data pertaining to certain fixed and move assets that are payable to City, including business licenses, equipment leases, sales taxes, use taxes, loans rental taxes, liability taxes and other taxes, building permits and franchise fees, and

Whereas, the City and Trobaugh desire to enter into a contract under which Trobaugh shall provide to City the services set forth herein

Now, therefore, in consideration of the premises and agreements hereinafter set forth, City and Trobaugh agree as follows:

1. **Services.** During the term of this Agreement, Trobaugh agrees to perform the following services for City

The examination and verification of records, contracts, subcontractors, purchase invoices, sales tax returns, leases and other data pertaining to agencies which might require a party to obtain a business license, a building permit or other permit from City, require a party to pay a franchise fee to City and/or require a party to pay tax or other of the following taxes to City: occupational tax, sales tax, use tax, franchise fee, building permit and any other tax which may be payable to City. Before a preliminary assessment is made against a taxpayer, Trobaugh may, at its discretion, notify the taxpayer that it has a ten (10) day review period, and Trobaugh shall furnish the taxpayer the information required under the Taxpayer Bill of Rights and Uniform Revenue Procedures Act (1) 68-2-61 et seq., Code of Alabama, 1975. If the notice of liabilities rule or other remedial conditions apply, Trobaugh will notify the City and request the City file the appropriate notices to protect the City. Trobaugh will, after the ten (10) day review period, if any, will enter a preliminary assessment against the taxpayer if payment has not been received. If, after the thirty (30) day preliminary assessment period, payment has not been received, Trobaugh will deliver the taxpayer audit to the City for final assessment against the taxpayer.

2. **Conditions of Work.** Trobaugh may employ a broad range of methods of work with great approval of and maintenance with the Revenue Officer of City as long as such methods are consistent with established and acceptable business practices for government auditors and do not result in discredit or liability upon the City. Trobaugh shall demonstrate a high degree of economy and regularity with respect to amounts owed with taxpayers to performing or direct payment to the Agreement.

3. **Fee for Services.**

(a) The City shall pay Trobaugh Eighty-Six Dollars (\$86.00) per hour for services rendered by Trobaugh pursuant to this Agreement.

(b) Trobaugh shall pay all travel and other expenses incurred in the performance of all audits performed by Trobaugh or anyone in its employment. Trobaugh shall be reimbursed for its expenses in connection with

and charges would be assessed against the City under applicable law in the absence of any contractual provision (including an assigned liability liability).

(c) All services generated by audits shall be received by Trobaugh in the form of a check made payable to the City of Mountain Brook and shall be turned over to City as soon as possible, but in no event later than twenty-two (21) days after receipt by Trobaugh.

(d) Trobaugh shall submit invoices for its services to City. Payment shall be due and payable within thirty (30) days of the receipt of such invoices.

(e) Trobaugh shall commence work on an audit or project as soon as possible for the City and will act in accordance with 406-2A-11, Code of Alabama, 1975 which states "A project commencing or continuing from representation shall not be self-administered nor shall it be self-administered except on the date of the first contract with a taxpayer shall contain the taxpayer's books and records for all such self-administered investigations and matters comprehensively."

4. **Term.** The term of this Agreement shall commence on the 1st day of August 1, 2015 and expire on 31st day of July, 2016. Provided, that either the City or Trobaugh may terminate this Agreement at any time, without the payment of penalty, fee or other charge, by giving the other party written notice in ten (10) days prior written notice of termination.

5. **Arbitration.** During the term of this agreement, the City agrees that Trobaugh shall be its primary auditor for business licenses, building permits, franchise, occupational taxes, local sales taxes, use taxes, sales tax returns and use taxes. The City reserves the right to use in-house auditors and/or other auditors from time to time. Trobaugh & Company, LLC reserves the right to use other persons including third parties as necessary to cooperate with Trobaugh & Company, LLC's efforts in auditing taxpayer records. (1) State of Alabama; (2) Time constraints of Trobaugh & Company, LLC auditors; (3) Other competing business cases.

6. **Assignment.** Trobaugh may not assign its rights or obligations under this Agreement without the prior written approval of the Mayor of City, or the City Manager of City.

7. **Entire Agreement.** This agreement shall be binding upon the parties hereto and their respective successors and assigns.

8. **Governing Law.** This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Alabama.

9. **Entire Agreement.** This agreement contains the entire understanding of the City and Trobaugh and supersedes all previous verbal and written agreements and may only be modified by a document signed on behalf of Trobaugh and on behalf of the City by its Mayor.

IN WITNESS WHEREOF, City of Mountain Brook has caused this Agreement to be entered by its duly authorized Mayor and Trobaugh and Company has caused this Agreement to be entered by its duly authorized corporate officers, all as of August 1, 2015.

Attest:  
By: [Signature]  
Mayor, City of Mountain Brook

Attest:  
By: [Signature]  
Lawrence Y. Olin, Jr. Mayor

Trobaugh & Company, LLC

By: [Signature]  
John D. Trobaugh, III Managing Member

ADDENDUM TO AGREEMENT BETWEEN  
THE CITY OF MOUNTAIN BROOK AND  
TROUBAUGH AND COMPANY, LLC  
DATED AUGUST 1, 2015

THIS ADDENDUM ("Mutual Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Trobaugh and Company, LLC ("the Contractor") dated August 1, 2015.

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

1. **Definitions.** For purposes of this Addendum, the terms below have the following meanings:

A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.

B. "The principal Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.

C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.

2. **Arbitration; Mediation; Alternative Dispute Resolution.** The City agrees to arbitrate disputes or to attempt to alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements relating thereto and to a provision in the contract of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (i.e., monetary, fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.

3. **Attorney's Fees; Court Costs; Litigation Expenses.** The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision (including an assigned liability liability).

4. **Law Payment Charges; Fees; Interest.** The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services to a sum higher than two-thirds of one percent per month (eight percent per annum), but bills submitted to the City and accepted shall not be considered delinquent any earlier than thirty (30) days after receipt of a complete and accurate bill by the Contractor. Contract bills shall not be subject to late payment charges pending resolution of the dispute.

5. **Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.** The City shall not and does not intend to indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity from, firm, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof, but shall not deny the City any right to assert or pursue any remedy or claim for which it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in private discovery or suing on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the scope of the agreement, and void.

6. **Choice of Law; Choice of Forum or Forum.** The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising therefrom or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise provided by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought in either or across relief by means of any assumed breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. **Construction of Addendum.** Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy for the Contractor against the City, or to confer or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under the principal agreement or as a matter of law.

8. **Alabama Integration Law; Contractor Consent.** Contractor agrees that it will fully comply with the Integration Reform and Control Act of 1994, as amended by the Integration Act of 1994, and the Business-Humanities Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States of all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to ensure an affidavit in this regard on the form supplied by the Board and return the same to the City. Contractor shall also comply to the E-Verify

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its E-Verify Program the Employment Verification and Memorandum of Understanding and such other documents as the Board may require to establish Contractor's compliance in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or unauthorized alien to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, justify its position to the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Integration Act of 1994, and the Business-Humanities Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fees, penalties, and any other costs arising out of or to any way related to Contractor's failure to follow the obligations contained in this paragraph.

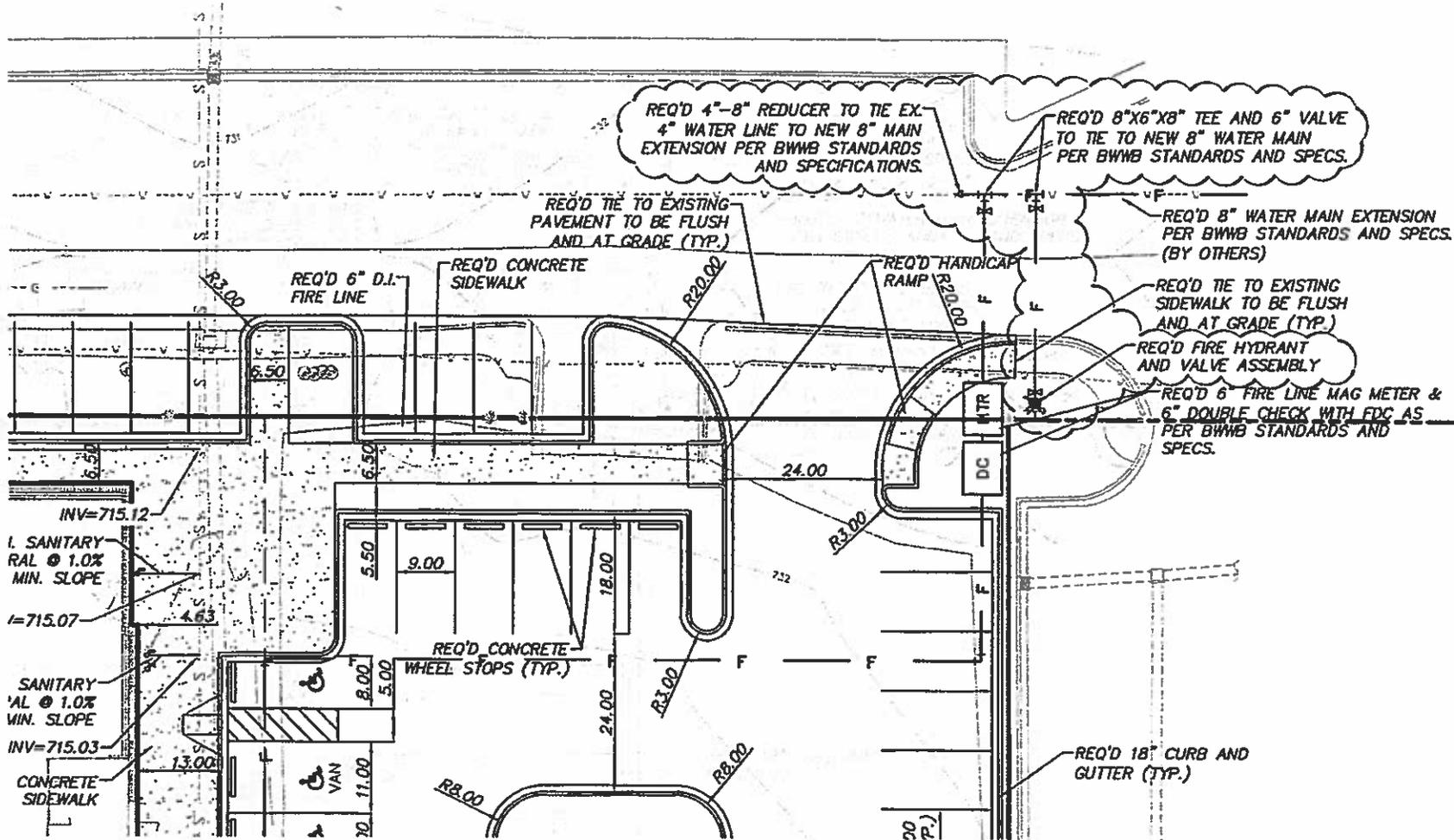
DATED this 1st day of July, 2015.

Trobaugh and Company, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Mountain Brook, Alabama

By: [Signature]  
Title: Mayor



Minute Book 87

APPENDIX 7

7/10/2015

City of Mountain Brook Mail - Fwd: FW: Non-voting Advisory member



Karen Fowler <fowlerk@mtnbrook.org>

**Fwd: FW: Non-voting Advisory member**

1 message

Steve Boone <boones@mtnbrook.org>  
To: Karen Fowler <fowlerk@mtnbrook.org>

Tue, Jul 7, 2015 at 1:10 PM

----- Forwarded message -----

From: Sam Gaston <gastons@mtnbrook.org>  
Date: Tue, Jul 7, 2015 at 1:08 PM  
Subject: FW: Non-voting Advisory member  
To: Steve Boone <boones@mtnbrook.org>  
Cc: Dana Hazen <hazend@mtnbrook.org>

Add this to the formal agenda.

Sam S.Gaston  
City Manager  
City of Mountain Brook, AL  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

From: LastValhalla@aol.com [mailto:LastValhalla@aol.com]  
Sent: Tuesday, July 07, 2015 12:21 PM  
To: gastons@mtnbrook.org  
Subject: Re: Non-voting Advisory member

yes, I will appoint

In a message dated 7/6/2015 5:58:40 P.M. Central Daylight Time, gastons@mtnbrook.org writes:

The Planning Commission would like for you to appoint Dana Hazen to replace Jerry Weems for this position .

They voted 7-0 to recommend this to you.

2015-101

7/10/2015

City of Mountain Brook Mail - Fwd: FW: Non-voting Advisory member

If you are in agreement, do you want me to place this on the July 13<sup>th</sup> Council agenda?

Sam S.Gaston  
City Manager  
City of Mountain Brook, AL  
56 Church Street  
P.O. Box 130009  
Mountain Brook AL 35213  
(205) 802-3803 Phone  
(205) 870-3577 Fax

Steven Boone  
City of Mountain Brook  
P. O. Box 130009  
Mountain Brook, AL 35213-0009  
Direct: (205) 802-3825  
Facsimile: (205) 874-0611  
  
www.mtnbrook.org  
http://mtnbrookcity.blogspot.com/  
Twitter@: @mountain\_brook