

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
MARCH 14, 2016**

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

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

Absent: None

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

1. AGENDA

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

2. EXECUTIVE SESSION

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

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

Nays: None

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

3. **CERTIFICATION**

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



City Clerk



March 1, 2016

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

Subject: Cahaba Road/Hwy 280/Lane Park Road/Culver Road Roundabout
Mountain Brook, Alabama
SA/15-0034

Dear Sam,

Please accept this letter as a general understanding of the scope of work for the above referenced project. Attached are the estimated mandays for your review and approval.

General Project Understanding

As part of Sain's feasibility study prepared for the City of Birmingham, City of Mountain Brook, and ALDOT, Sain prepared several alternatives to improve the capacity and operations at the Cahaba Road/Hwy 280/Lane Park Road/Culver Road Intersection. The alternative with the most efficient operations was Alternative 1 (concept is attached to this proposal), a large roundabout of the Cahaba Road/Hwy 280/Lane Park Road Intersection and a mini-roundabout of Culver Road. At the completion of the feasibility study, we deemed Alternative 1 to most adequately address the purpose and need of the project.

In our recent discussions with ALDOT, we understand Alternative 1 can proceed forward as the "preferred alternative", however there is a certain amount of risk in doing so as we discussed with you in our meeting on February 2, 2016. The environmental phase of the project will begin with a kick-off meeting with FHWA and ALDOT. FHWA is the approving agency and will determine the level of environmental document for this project. Based on ALDOT's guidance, this project is being scoped for a Categorical Exclusion environmental document. If FHWA deems an Environmental Assessment and additional alternative evaluations be performed, the project will be required to be re-scoped. Sain Associates and our subconsultants are scoping this project based on the Alternative 1 concept attached to this proposal. In the event the public rejects the proposed roundabout layout that result in either changes to this concept or further evaluation of other alternatives, additional services or re-scoping of this project may be necessary. Neither ALDOT nor Sain feels these risks are great enough to warrant a different approach to scoping this project.

Our understanding is as follows:

- The project will progress on the typical path for a City sponsored project with ALDOT. Reviews will be performed by ALDOT, although a sit-down 30% review meeting will not be conducted and is not included in this scope of work.

Two Palmetto Park South Suite 500 East 1 Birmingham, Alabama 35243 | p: 205 940 6400 | f: 205 940 6433 | sain.com

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- A concept overlaid on the topographic survey will be prepared for the public involvement meeting. This concept will be reviewed by the City and ALDOT and will serve as the 30% submittal.
Since the roundabout will cause impact to the Zoo and Botanical Gardens properties, which are considered Section 4(f) properties, the environmental document must satisfy the requirements of Section 4(f) environmental permitting. At this time we believe there is adequate support for a De Minimus finding and approval by FHWA. It is expected to take 3-12 months to obtain approval of the Section 4(f) De Minimus.
The roundabout will be designed using AASHTO standards and the ALDOT Roundabout Manual.
The roundabout will include accommodations for bicycles and pedestrians and will connect these accommodations to other planned projects adjacent to the intersection. Sain will coordinate with the other consultants performing work in the area, including Gresham Smith and Partners on the sidewalk along the Highway 280 ramp, Goodwyn Mills and Coward and Skipper Consulting on the Lane Parke development, and Walter Shoel Engineering on the drainage design as it relates to the FEMA study they prepared as it is our understanding the closest storm sewer pipe network and culverts require updating to meet the flows calculated in their study.
Sain will contact Michael Walkowiak, Roundabout Expert, to assist with the layout of the roundabout. His services will include updating the traffic analysis originally performed in the feasibility study, assisting with updating the conceptual layout, phasing of the construction, and providing quality control throughout the course of the design.
The roundabout will have impact to existing utilities and will require relocations to be coordinated with the associated utility companies. It is typical for utility companies to prepare their own relocation plans; therefore, we have not included utility design in this scope of work. Once the utility companies provide Sain with their relocation plans, their relocations will be drawn on our plans to confirm all conflicts are addressed.
The roundabout will require additional Right of Way to be acquired. It is estimated 6 tracts of either permanent Right of Way or temporary construction easement will be acquired.

Our charge under this project includes preparation of an environmental document, surveying services, Right of Way documents, and roadway plans. The design will include the following:

Environmental Document

Sain Associates will prepare a Categorical Exclusion Checklist. In the event it is determined a more comprehensive level of document is required for environmental clearance, a supplemental agreement will need to be executed as part of the scope of this project. Preparation of the Categorical Exclusion Checklist shall include the preparation for and attendance at the Federal Highway Administration Kickoff meeting. The Categorical Exclusion Checklist document shall consist of evaluating:

- Project Area Description, Project Purpose and Need, and Proposed Project Description
Land Use
Socioeconomic Impacts
Ecological Impacts
a. A threatened and endangered species study will be performed. A copy of the letter from U.S. Fish and Wildlife stating the threatened and endangered species which might exist in the project is attached to this proposal. If this initial study identifies that a suitable habitat for any of the listed species exists in the project area, further study will be

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required under a supplemental agreement to this contract. A sub consultant will be required to evaluate threatened and endangered species (see attached proposal from Bhatle Environmental)

E. Natural Features/Resources Impacts

- A sub consultant will be required to evaluate Wetland Impacts (see attached scope and mandays from Bhatle Environmental)
A sub consultant will be required to evaluate Air Quality (see attached scope from Bhatle Environmental)
A sub consultant will be required to evaluate Noise Impacts (see attached proposal from ATC)

F. Cultural Resources Impacts/Section 4(f) Findings

- A sub consultant will be required to evaluate Historic Properties and Archaeological Sites (see attached proposal from MRS Consulting)
Right of Way will be acquired from publically owned properties (the Birmingham Zoo and the Birmingham Botanical Gardens). These properties are considered Section 4(f) properties. Discussions with ALDOT indicate that this project is considered a De Minimus use and further evaluation of various improvement alternatives is not required. In the event it is determined otherwise, a supplemental agreement will need to be executed as part of the scope of this project.

G. Hazardous Materials

- A sub consultant will be required to evaluate Hazardous Materials sites (see attached scope from Bhatle Environmental)

H. Permits Required

I. Public Involvement Phase

- A project informational packet along with mapping will be provided to ALDOT/ETS for their use in performing Early Coordination with applicable parties.
A public involvement meeting will be prepared for and attended by Sain. Sain will prepare a flyer for the City's use in advertising the meeting. ALDOT will be responsible for advertising the meeting in the newspaper. The purpose of this meeting is to show the project layout and seek public comment. The Alternative 1 concept overlaid on the topographic survey will be presented at the meeting. This concept will be referred to as the "preferred" layout as it best satisfies the purpose and need of the project. Comments submitted at this meeting will be summarized and analyzed.

Surveying Services

Sain Associates will perform a Topographic and Right-of-Way survey at the Intersection of Lane Park Road, Culver Road, and Cahaba Road, in the City of Mountain Brook, Jefferson County, Alabama. The limits of topographic survey are listed as follows and depicted on the attached Site Map.

- Beginning of the Intersection of Cahaba Road and Lane Park Road and running Northwesterly along Cahaba Road for approximately 650' (feet). The coverage area will extend to the Northeast and Southwest Right-of-Way of Cahaba Road.
Beginning of the Intersection of Cahaba Road and Lane Park Road and running Southeastly along Cahaba Road for approximately 350' (feet). The coverage area will extend to the Northeast and Southwest Right-of-Way of Cahaba Road.
Beginning of the Intersection of Cahaba Road and Lane Park Road and running Northwesterly along Lane Park Road for approximately 450' (feet). The coverage area will extend to the East and West Right-of-Way of Lane Park Road.

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- Beginning of the Intersection of Cahaba Road and the Entrance Ramp to Highway 280/Eton B. Stephens Expressway and running Southwesterly along Entrance Ramp for approximately 300' (feet). The coverage area will extend to the North and South Right-of-Way of the Entrance Ramp to Highway 280/Eton B. Stephens Expressway.
Beginning of the Intersection of Cahaba Road and Culver Road and running Easterly along Culver Road for approximately 200' (feet). The coverage area will extend to the North and South Right-of-Way of Culver Road.
In the Northwest corner of the Intersection of Cahaba Road and the Entrance Ramp to Highway 280/Eton B. Stephens Expressway the limits will extend Northwesterly for approximately 125' (feet) outside the Right-of-Way (The Birmingham Zoo Property).

The scope of work for the above limits will include the following:

Prior to beginning work, property owner notification letters will be sent to any property owner within or adjacent to the project corridor.

A basic control survey will be performed by the CONSULTANT to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. Since this is a City sponsored project, the horizontal and vertical control to be utilized during this survey will not be established using ALDOT procedures as described in the ALDOT survey manual. In addition benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor.

Contours will be shown at 1-foot intervals and based from USGS datum. Spot elevations will be shown in flat areas. A benchmark will be set on site. We will show visible utilities as marked by the Alabama One Call System. Please note that utility locators contracted with the Alabama One Call System often refuse to mark utilities outside the limits of public Right-of-Way. We will coordinate with the Zoo to provide utility plans or mark their utilities that may exist in the project area on their property. 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, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees.

Sain Associates will perform the necessary courthouse research and file sufficient front property corners of properties within the project corridor in order to graphically plot property lines. The survey will show ownership, deed book, and page number(s) from the latest recorded deed, and any property monumentation located in the field.

In addition, prior to construction beginning, we will stake the project centerline in the field (one (1) line). Rebar with plastic caps or nails with plastic washers will be set on the centerline cardinal points (PCs, PTs, Ps, ...) and wood stakes or paint will be marked at 50' Stations.

Sain Associates will also collect the coordinates of the bore hole locations performed by Bhatle Geosciences for inclusion in their geotechnical report.

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Right of Way Services

Upon completion of the survey and the completion of design plans, we will prepare a Right-of-Way map, legal descriptions and tract sketches, for Right-of-Way acquisitions and / or temporary construction easements. The Right-of-Way acquisitions and/or temporary construction easements will be for a maximum of six (6) properties situated within the project corridor. The Right-of-Way map, tract sketches, and deeds will be prepared to ALDOT standards and will be provided to ALDOT and City of Mountain Brook for their use in preparing Right-of-Way estimates, approvals, and obtaining the required findings and / or temporary construction easements.

Traffic

Sain Associates will collect Intersection turning movement traffic counts on a typical weekday during the morning, midday, and afternoon peak hours (7am-9am, 11am-1pm, and 4pm-6pm) at the intersection of US-280 connector and Cahaba Road/Lane Park Road/Culver Road. We will also collect 96-hour bidirectional traffic information (volume, classification, and speed) on US-280 connector Lane Park Road, Culver Road, and Cahaba Road (north and south of the intersection). The cost to collect traffic information is included in our fee proposal.

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Sain Associates will determine historical traffic volume growth from available traffic information (traffic counts, travel demand model output, etc.) at or near the intersection, and use the information to develop an annual growth rate. We will coordinate with the reviewing agencies to gain concurrence on our growth rate determination methodology and results. We will apply the annual growth rate to the traffic volumes we collected in order to forecast 20-year design traffic volumes for the roundabout intersection.

An updated capacity analysis will be conducted with the traffic volumes.

Roadway Contract Plans

Sain Associates will provide contract plans for the above mentioned intersection modification. Our scope of work is as follows:

- A. The development of the plans will follow the procedure as outlined by the Alabama Department of Transportation for a City Transportation project.
- B. Sain Associates will prepare Hydraulic Designs and Supporting Calculations according to approved chapters of the STATE Hydraulic Manual, otherwise, in the absence of direction for the STATE Hydraulic Manual, in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars.
- C. Sain Associates will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the FHWA, STATE, City, or Local Community, whichever is most stringent.
- D. The project Plan Assembly will include title, summary of quantities, typical sections, cross sections, drainage sections, plan and profile sheets, and all other sheets required for receipt of bids for work including grading, drainage, base and paving, signing, striping, and erosion and sediment control. Plans will also include a traffic control plan. Drainage structure information will be placed on the plans according to Chapter 2 of the STATE Hydraulic Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the proposed project limits. The contract plans will be completed in detail for all construction in accordance with current design practices of the STATE. Basic computations will be made for alignment and for layout of intersections.
- E. Drainage Section drawings will be provided for all proposed drains, along the project centerline and within the project work limits. Stream bed data acquired from a field survey should be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- F. Prepare designs and detailed contract plans of a horizontal scale of 1"=50' and vertical scale of 1"=5' or as otherwise approved, completely dimensioned for roadway construction together with drainage and intersection layout.
- G. Sain Associates will provide existing utility base sheets to be a part of the respective final plan assembly. Sain Associates has not included relocation plans for any utilities. If other plans are required, these can be provided under a supplemental services agreement.
- H. ALDOT will prepare approvals and acquire any required easements or R.O.W. for the City.
- I. Prepare estimates of quantities and construction cost for contract plans, itemized and properly symbolized in accordance with the Standard Specifications using unit prices as supplied or approved by the STATE on projects of comparable work in the general area of the property, if available.
- J. Sain Associates will prepare plans according to the ALDOT Plans Preparation Manual.

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- K. A concept plan of the roundabout will be submitted to the City and ALDOT for approval. This submital will serve as the 30% review and a formal meeting at this stage will not be conducted.
- L. A Plan in Hand and PS&E plan review meetings will be conducted with the Client and the Alabama Department of Transportation. Construction cost estimates will be furnished with PS&E, Construction Bureau, and Office Engineer plan submittals.
- M. The applicable provisions of ALDOT Standard Specifications for Highway Construction, Latest Edition, will apply to all work performed by Sain Associates under this AGREEMENT and Sain Associates will prepare supplemental specifications and special provisions for any needed items not covered by ALDOT Standard Specifications for Highway Construction, Latest Edition.
- N. Sain Associates will prepare a storm water permit and CBMP document for the City to obtain a permit from ADEM.

Geotechnical Services

See attached proposal from Bhoite Geosciences.

Landscaping Design Plans

Nimrod Long and Associates will assist in the conceptual layout of the sidewalk and preparation of the landscaping plans. See attached proposal from Nimrod Long and Associates.

Lighting Design Plans

See attached proposal from SSOE Group.

Exclusions

The following services are not included, but can be performed under a supplemental agreement if deemed necessary; preparation of educational material for how to drive a roundabout or warning of a changed driving condition, calculating or setting of property corners, researching or drawing existing easements, staking or setting of right of way points or lines, setting of metal caps for control or centerline points, ALTA/ACSM or Boundary survey, potholing of utilities, subsurface utility exploration (SUE), additional reviews by ALDOT other than those cited in this proposal, or acquisition or approvals.

Anticipated cost for design of intersection improvements: **\$609,580**

Fee breakdown is as follows:	
Environmental Document (including subconsultants).....	\$74,388
Topographic Survey.....	\$41,960
Right of Way Map, Tract Sketches, and Deeds.....	\$12,765
Roadway Contract Plans (including subconsultants).....	\$380,467
Reimbursable expenses are included in the fee.	

Mr. Sam Gaston
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If this scope meets with your approval, please forward to ALDOT for their review and approval. If you require any further information, please do not hesitate to contact us.

Sincerely,

Alicia Bailey

Alicia Bailey, P.E.
Project Manager/Team Leader

James A. Meads

James A. Meads, P.E.
President/CEO

3/1/2016

Alabama Department of Transportation

3:29 PM

Project No. _____			
County Jefferson			
Description Cahaba Road/Highway 280 Lane Park Road roundabout			
Scope of Work Intersection Improvement			
Project Length 0.30 Miles			
Consultant Sain Associates			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	10.43 x \$ 260.00	\$	2,711.80
Engineer	754.75 x 434.00	\$	327,560.50
Engineering Technician/CADD	148.80 x 256.00	\$	38,092.80
Client	10.50 x 185.00	\$	1,942.50
	Total Direct Labor	\$	370,307.60
Combined Overhead (%)	183.64	\$	67,874.07
Out-of-Pocket Expenses**		\$	81,761.34
	Sub-Total	\$	519,943.01
Operating Margin (10%)		\$	51,994.30
	Sub-Total	\$	571,937.31
BUSINESS CONSULTANTS (attach man-day & fee PROHIBIT each sub-consultant; show total fee for each here)			
Brake Operations Corporation (Janitor)		\$	25,381.00
Michael Waters (Roundabout Expert)		\$	9,500.00
Southern Traffic Services (Traffic Counts)		\$	7,400.00
National Land and Associates (Landscape Plans)		\$	38,434.00
SOCC Group (Lighting Plans)		\$	6,000.00
Subconsultant Administration Expense (5%)		\$	4,340.00
	Sub-Total	\$	91,085.00
Facilities Capital Cost of Money (% of Direct Labor)	0.5%	\$	924.00
	TOTAL FEE	\$	602,922.31

** See Grand Total Fee sheet

Form Revised 1-3-13

3/1/2016

Alabama Department of Transportation

3:29 PM

Project No. _____			
County Jefferson			
Description Cahaba Road/Highway 280 Lane Park Road roundabout			
Scope of Work Intersection Improvement			
Project Length 0.30 Miles			
Consultant Sain Associates			
Out-of-pocket Expenses (Roadway Plans)			
TRAVEL COST			
Mileage Cost	Trips	Miles/Trip	\$/Mile
Site Visits	2	20	\$0.840
Plan in Hand	1	10	\$0.840
PS&E	1	20	\$0.840
Meetings with property owners, City, consultants	10	20	\$0.840
			Total Mileage Cost \$ 168.48
Subsistence Cost	Days	# People	\$/Day
Travel allowance (8 hour trip)	2	2	\$11.25
Travel allowance (12 hour trip - meal provided by others)	0	0	\$0.00
Travel allowance (18 hour trip)	0	0	\$0.00
Travel allowance (overnight)**	0	0	\$78.00
			Total Subsistence Cost \$ 112.50
			Total Travel Cost \$ 280.98
PRINTING / REPRODUCTION COST			
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets
Plan in Hand	25	100	2,500
PS&E	25	115	2,875
Quality Control	12	118	1,416
Construction Bureau	11	118	1,298
Office Engineer	1	118	118
			Total Printing/Reproduction Cost \$ 8,998.40
Communication Cost (telephone, fax, etc.)			
			Total \$ 1,900.00
Postage Cost (overnight, stamps, etc.)			
			Total \$ 1,900.00
Other (provide description on next line)			
	ADCM Perms		Total \$ 1,900.00
			Total Out-of-pocket Expenses \$ 8,178.38
Comments:			

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Form Revised 1-3-13

APPENDIX I

MRS Consultants, LLC.

Cultural Resources Specialists Phase I Assessments Section 106 Compliance

February 24, 2016

Jennifer G. Brown
Sain Associates, Inc.
Two Parkcenter Park South
Suite 500 East
Birmingham, Alabama 35243

Re: Phase I Cultural Resources Survey for Proposed Improvements to the Cahaba Road and Highway 280 Intersection in Mountain Brook, Jefferson County, Alabama

Dear Ms. Brown:

Thank you for contacting MRS Consultants, LLC regarding the above referenced project. A cost proposal is attached for MRS to conduct a Phase I cultural resources assessment survey for the proposed project. The project involves improvements at the intersection of Cahaba Road and Highway 280. Improvements are proposed along the Highway 280 East road, Cahaba Road, Lane Park Road, and Culver Road, and will acquire additional right-of-way. The current project encompasses approximately 3,415 linear feet within an area measuring approximately 10-12 acres. All phases of the research will be conducted in compliance with the guidelines set forth by the Alabama Historical Commission (AHC) and will consider both archaeological and historic structural resources. The project will require that an Area of Potential Effect (APE) be investigated, which will extend beyond the limits of the direct construction impact.

Preliminary research has determined that there are two potential issues for this project. First, the project encompasses a portion of downtown Mountain Brook. Therefore, there will be several buildings that are older than 50 years of age, which will need to be documented. Second, the old Red Mountain Cemetery, also known as South-Side Cemetery, is located beneath the Birmingham Zoo. The cemetery originated in 1893 as a "Potter's field," or paper's cemetery. The cemetery was used for only a few decades, but is said to contain over 4,700 graves. Research will need to be conducted to try to determine where the cemetery exists in relation to the project area.

This contract will entail a Phase I cultural resources assessment of the survey area. There will be three general stages to this project: 1) Background Research; 2) Field Research; and 3) Analysis and Reporting. Following is a brief description of each stage of research.

Stage 1: This stage of research includes the background research conducted before the field investigation. Background research will be conducted to identify any known cultural resources within the study area, especially archaeological sites, cemeteries, historic structures, and historic communities. This research will also serve to identify the potential for such resources. Several sources will be consulted during the research, including but not necessarily limited to the Alabama State Site File (ASSF), the National Register of Historic Places (NRHP), the Alabama Register of Landmarks & Heritage (ARLH), and the Online Archaeological GIS website for Alabama.

Stage 2: This stage will include the field assessment of the project area, and will document archaeological sites, cemeteries, and historic structures. The project area will receive a pedestrian review. Standard archaeological techniques will be employed during the survey, especially visual observation of the ground surface and subsurface shovel testing. The majority of the study corridor exists within disturbed, industrial and urban environments; therefore, subsurface testing will be limited. No shovel

MRS Consultants, LLC.
Cahaba Road/Highway 280 Intersection Improvements, Jefferson County, AL

tests will be placed within residential yards. Environmental conditions and shovel tests will be documented on field maps. Shovel tests generally will measure 30 cm in diameter and will be excavated into subsoil. Soils will be sifted through a 6 mm mesh screen to search for cultural material. Any artifacts recovered during the investigation will be bagged by provenience, and returned to the laboratory for analysis. Each discovered resource (archaeological sites, cemeteries, and historic structures) will be evaluated to a preliminary level necessary for determining its potential eligibility for inclusion on the NRHP. Standard information will be derived for each archaeological site, i.e. GPS coordinates, dimensions, vertical depth, positive-negative shovel tests, environmental context, photographs, sketch maps, etc. The architectural survey will include the direct construction zone as well as the surrounding APE. The survey will also document historic structures in the project area, which will likely include several buildings in downtown Mountain Brook.

Stage 3: This stage includes the laboratory analysis and preparation of the technical report and other documentation. Artifacts will undergo standard laboratory procedures, i.e. washing, analysis, and preparation for curation. ASSF forms will be completed for each archaeological site, which will be submitted to the ASSF for a permanent site number. Historic properties identified during the survey will be described. A technical report will be written detailing the survey and findings of the research. Recommendations of NRHP eligibility will be made for each cultural resource. Those cultural resources that are considered *Not Eligible* for the NRHP will be recommended for clearance. Those cultural resources that have an *Undetermined* or *Potentially Eligible* NRHP eligibility will be recommended for avoidance or additional research.

If you have any questions, please do not hesitate to call me on my cell phone at (205) 242-8630. We look forward to working with you, and thank you for considering MRS Consultants, LLC.

Sincerely,

Catherine C. Meyer

Catherine C. Meyer
MRS Consultants, LLC.

Enclosure

APRS Consultants, LLC
 Cahaba Road/Highway 280 Intersection Improvements, Jefferson County, AL

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February 24, 2016

COST PROPOSAL

Phase I Cultural Resources Assessment
 for the Proposed Improvements to the Cahaba Road/Highway 280 Intersection
 in Mountain Brook, Jefferson County, Alabama

PERSONNEL COSTS	No. Days	Daily Rate	Costs
Background Research/Administration			
MRS Cultural Resource Specialist	2.00	\$350.00	\$700.00
Fieldwork			
MRS Cultural Resource Specialist	2.00	\$350.00	\$700.00
Archaeological Technician	2.00	\$250.00	\$500.00
Lab Analysis/Report/Drafting/Structure Forms			
Archaeological Technician	1.00	\$250.00	\$500.00
Cultural Resource Specialist	4.00	\$150.00	\$600.00
		Personnel Subtotal	\$4,500.00
OPERATING BUDGET			
AHC Research—Per Diem (\$20.00/day)	1	\$20.00	\$20.00
AHC Research—Mileage (.56/mile)	250	\$0.540	\$135.00
Fieldwork—Per Diem (\$20.00/day)	4	\$20.00	\$80.00
Fieldwork—Mileage (.56/mile)	300	\$0.540	\$162.00
Miscellaneous Supplies/Equipment			\$22.00
		Total Operating	\$422.00
INDIRECT COSTS ON OPERATING (43%)			\$181.46
TOTAL COSTS			\$5,103.46
LUMP SUM/FIXED PRICE			\$5,100.00



March 1, 2016

Sain Associates
 Two Perimeter Park South, Suite 500 East
 Birmingham, AL 35243

Attention: Ms. Alicia Baily, P.E.

Subject: Scope of Work and Proposed Budget
 Proposed Mountain Brook Village Roundabout
 Bhate Proposal Number 16-0023

Dear Ms. Baily:

Based on our discussions Bhate Environmental Associates, Inc. (Bhate) is please to present the following Scope of Work and Proposed Budget for environmental investigations associated with the Categorical Exclusion documentation for the Proposed Mountain Brook Village Roundabout project. The proposed work is divided into four work scopes, as follows:

Scope of Work

1 Ecological Impact Assessment

Bhate will prepared a Vegetation/Wildlife Habitat Survey Report to assess for the presence of habitat conducive to the presence of Threatened and Endangered Species identified by the US Fish and Wildlife Service (USFWS) in their letter dated February 22, 2016. The survey and accompanying report will be conducted by a qualified degree biologist pursuant to USFWS protocols. Bhate anticipates that this survey and accompanying report will find no suitable habitat in the project area and form the basis for a "No Impact anticipated" certification and concurrence from the USFWS. If appropriate habitat is identified additional investigations beyond the scope and budget of this proposal may be required.

www.bhate.com telephone 205 912 4000 fax 205 918 4856
 1808 12th Avenue South, Suite 800 Birmingham, Alabama 35296

APPENDIX I



2 Streams and Wetlands Delineation

2.1 Wetlands Assessment Methods

The presence of potential wetlands within the project area will be assessed in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation manual procedures and current Regional Supplements. Delineations are based on the presence of hydrophilic vegetation, wetland hydrology, and hydric soils. Information pertaining to vegetation, hydrology, and soil characteristics will be obtained from each assessment site and recorded on the form entitled Wetland Determination Data Form – Eastern Mountain and Piedmont in order to substantiate potential determinations and jurisdictional wetland line placement, if present.

In order to determine the site layout and characteristics and assist in the identification and location of potential jurisdictional wetlands and streams on the subject property, several readily-available maps and aerial photographs will be reviewed, including:

- Recent aerial photographs obtained from Terrain Navigator
- U.S. Geological Survey (USGS) 7.5 Minute topographic maps
- National Wetland Inventory (NWI) maps
- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey reports and maps

2.2 Stream Assessment Methods

Streams in the project area will be evaluated for overall stream quality and physical integrity based on the fish population, wildlife utilization, aquatic fauna diversity, and presence of macroinvertebrates, if applicable. The streams will also be assessed for available habitat such as vegetation, roots, and other preferred aquatic habitat, as well as streambank stability, morphologic alterations, depositional bar patterns, and sedimentation.

The Department of the Army Mobile District, Corps of Engineers Standard Operating Procedure Compensatory Stream Mitigation Guidelines (Stream SOP) will be used as a tool to provide a basic written framework, which will provide predictability and consistency for the development, review, and approval of compensatory stream mitigation plans. A key element of the Stream SOP is the establishment of a method for evaluating the quality of streams to be impacted and calculating proposed stream mitigation credits; however it can also be used to evaluate a stream for overall quality based on the stream's overall physical attributes.

The streams will be assessed using the scoring procedure in the Stream SOP. The streams will be evaluated based on factors provided in the Stream SOP.



The hydrologic indicators of the streams will be assessed by characterizing its groundwater flow/discharge observations, and other physical constituents such as presence of leaf litter, sediment on plants, wrack lines and redoximorphic features of the substrata. Sampling and observation of biological indicators also are used in this process to correlate the presence of vegetation, aquatic species with stream type. The presence of a specific species, either flora or fauna, can be an indicator of stream flow duration, and therefore assist in the classification or type of stream being identified.

2.3 Corps of Engineers Submittal and Permitting

The wetlands and stream delineations will be submitted to the U.S. Army Corps of Engineers Birmingham Office for a permitting determination. At this time it is expected either that no permitting will be required or that the stream and wetlands impacts will fall under a Nationwide Permit. If a Nationwide Permit is appropriate for the Project Bhate intends to use Cultural Resource and Threatened and Endangered Species determinations made by others as part of the project Categorical Exclusion process to provide that information as part of the permitting process. If mitigation credits are required the extent of those credits will be determined during discussions with the Corps of Engineers and are not included in the costs for this streams and wetlands determination

3 Hazardous Materials Impact Assessment

The principal source of impact to the site associated with hazardous materials is expected to be the existing gasoline station immediately south and east of the project boundary. This service station is expected to have been the site of past releases associated with underground storage tanks and other site activities. Bhate intends to review files available from the Alabama Department of Environmental Management (ADEM) to assess past reported site activities, groundwater flow directions and residual impacts. The effects of these potential impacts on the project activities and end use will be assessed and documented and recommendations made regarding mitigation measures, as appropriate.

This information will be used to obtain an Alabama Department of Transportation (ALDOT) Materials and Testing Clearance Letter.

4 Air Quality Impact Assessment

Based on projected traffic flows and densities provided by others, Bhate will prepare a Project Air Report addressing the following criteria per ALDOT and Federal Highway Administration (FHWA) requirements:



4.1 Ozone

The Air report will demonstrate that the project is in conformance with the Statewide Transportation Improvement Plan (STIP).

4.2 Carbon Monoxide

The Air Report will assess project exemption from carbon monoxide hot spot analysis or document that no impact is anticipated due to National Ambient Air Quality Standard conformance.

4.3 PM 2.5

The Air Report will document that the PM 2.5 checklist was completed and submitted to the ALDOT Environmental Technical Section (ETS) Air Quality Coordinator to make an air quality concern determination.

4.4 Mobile Source Air Toxics

The Air Report will assess the potential for MSAT effects and document impacts pursuant to FHWA criteria.

Proposed Budget Allowance

Bhatz has developed the following budget based on the project information known at this time. It should be noted, however, that, depending on information derived during these environmental investigations additional ALDOT requirements and negotiations may necessitate additional costs.

• Ecological Impact Assessment	\$2,000
• Stream and Wetlands Delineation	\$10,000
• Hazardous Materials Impact Assessment	\$2,500
• Air Quality Impact Assessment	\$2,999
Proposed Budget Allowance	\$16,500



We trust this information is sufficient for your purposes at this time. If you have any questions regarding the information contained in this report, please contact us at 205.918.4000.

Respectfully Submitted by,
Bhatz Environmental & Associates, Inc.

[Signature]
REGULATORY MANAGER

[Signature]
Program Manager

APPENDIX I



ATC Group Services LLC
300 Washington Motor Club
Suite 170
Birmingham, AL 35207
Phone: +1 205 723 0775
Fax: +1 205 723 0504
www.atcinc.com

February 29, 2016

Alicia Bailey, P.E.
Team Leader / Transportation
Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham, AL 35243
Direct: (205) 263-2189
Cell: (205) 910-2699
Email: aballey@sain.com

Subject: Proposal for Traffic Noise Analysis (TNA)
US-280 / Cahaba Road Intersection Improvement
Birmingham and Mountain Brook, Jefferson County, Alabama
ATC Proposal Number: 003-2016-0032

Ms. Bailey:

ATC Group Services LLC (ATC) appreciates the opportunity to submit to Sain Associates, Inc. (the "Client" or "Sain") this proposal to complete a Traffic Noise Analysis (TNA) at the above referenced property (the "project area").

1.0 PROJECT UNDERSTANDING

ATC understands that you have requested us to conduct a TNA at the above referenced project area¹. Specifically, the project area includes the immediate vicinity surrounding the intersection of Cahaba Road, U.S. Highway 280, Culver Road, and Larve Park, located in Birmingham and Mountain Brook, Jefferson County, Alabama. Sain has informed us that the current intersection is to be replaced with a roundabout.²

2.0 TRAFFIC NOISE ANALYSIS (TNA)

2.1 Scope of Services

ATC will conduct the TNA will be conducted in accordance with the Alabama Department of Transportation (ALDOT) Highway Traffic Noise Analysis and Abatement Policy and Guidance document dated July 31, 2011.

¹ See attached drawing and aerial photograph provided by Sain Associates, Inc.

² ATC understands that Sain will provide us with traffic information and plans, as well as other information necessary for the TNA. Further, Sain has indicated that while their client is the City of Mountain Brook, their contract and all plans and reports will be reviewed and approved by the Alabama Department of Transportation (ALDOT).

Proposal for Traffic Noise Analysis (TNA)
US-280 / Cahaba Road Intersection Improvement
Birmingham and Mountain Brook, Jefferson County, Alabama
ATC Proposal Number: 003-2016-0032
February 29, 2016



The TNA will include each Noise Activity Category present in the study area. The Federal Highway Administration (FHWA) Traffic Noise Model (TNM) Version 2.5 or newer will be used to perform traffic noise modeling for the project. ATC will derive the vehicular speed used in the TNM for future condition from the project design speed and average pavement type will be used. For the existing condition, the posted speed limit in the study area will be used.²

ATC assumes that the traffic counts used in the TNM will be provided by Sain or ALDOT (or others) and that these actual measurements, with concurrent traffic counts of existing/ambient noise levels, were taken in the field within the study area during the time of day that is perceived to be the worst hourly impact for comparison to the model results. Existing/ambient noise levels will be measured in general accordance with the current version of the FHWA's Measurement of Highway-Related Noise document. We anticipate that a maximum of six (6) measurement locations will be employed.

The FHWA accepts a tolerance of +/- 3.0 dB(A) for model validation. If the variation is greater than this, the discrepancy must be identified and the model corrected, or additional measurements must be taken. ATC anticipates that if the variation exceeds the FHWA tolerance, no additional measurements will be needed. ATC will conduct validation of traffic counts at the time of the measurement of existing/ambient noise levels for a minimum of fifteen (15) minutes. The count number will then be equated to an hourly volume. The results from the model validation will be summarized in the TNA report.

2.2 Third Party Reliance

The final TNA report will be addressed with reliance to Sain. If reliance is to be provided to another party, that party must accept the terms and limitations in the report and the Master Services Agreement will provide three (3) "reliance" letters to be issued to Sain designees over a 24-month period, if requested.

3.0 ESTIMATED FEES

ATC proposes to perform the Traffic Noise Analysis for a lump sum amount of \$11,850.00. The proposed lump sum amount is based on certain Sain responsibilities that include, but are not limited to:

- Providing or arranging to provide ATC timely access to the project area,
- Submitting to ATC accurate project area information; and
- Providing or arranging to provide ATC available documentation (plans, etc.) and pertinent traffic information.

4.0 PROJECT DELIVERABLES AND SCHEDULE

Following written authorization to proceed, ATC intends to conduct the TNA and report findings as described in the table below.

¹ ATC requests that we be informed by Sain should these assumptions require revision.

Proposal for Traffic Noise Analysis (TNA)
 US-280 / Cahaba Road Intersection Improvement
 Birmingham and Mountain Brook, Jefferson County, Alabama
 ATC Proposal Number: 003-2016-0032
 February 28, 2016



Task	Deliverable Format	Schedule
Field Work	n/a	Commence within 15 business days of receipt of written authorization to proceed *
Preliminary Findings	Via email	Within 18 - 21 business days following completion of Field Work
Draft report	Via email	Within 15 business days of completion of Preliminary Findings
Final report	3 electronic copy	Within 13 business days of receipt of Sain's comments on Draft Report

* Histograms of each report can be reproduced for a fee of \$75 per copy

5.0 CONDITIONS OF ENGAGEMENT

This proposal may be accepted by signing a copy and returning it to ATC. The Proposal for Services shall constitute the exclusive services to be completed for this project. This proposal is valid only if authorized within 60 days from the proposal date. ATC cannot initiate this scope of work without written authorization, acceptance of the Client Service Agreement, and clearance through our accounting system.

6.0 AUTHORIZATION

All work will be conducted in accordance with the attached Client Service Agreement that has been mutually agreed upon between the Client and Cardno. As stated in the Client Service Agreement, payment is due within 30 days of invoicing. If the proposal is acceptable, please sign and return one copy of the Proposal Acceptance Agreement, required for project activation and scheduling. Please contact the undersigned if you have any questions.

Respectfully submitted,

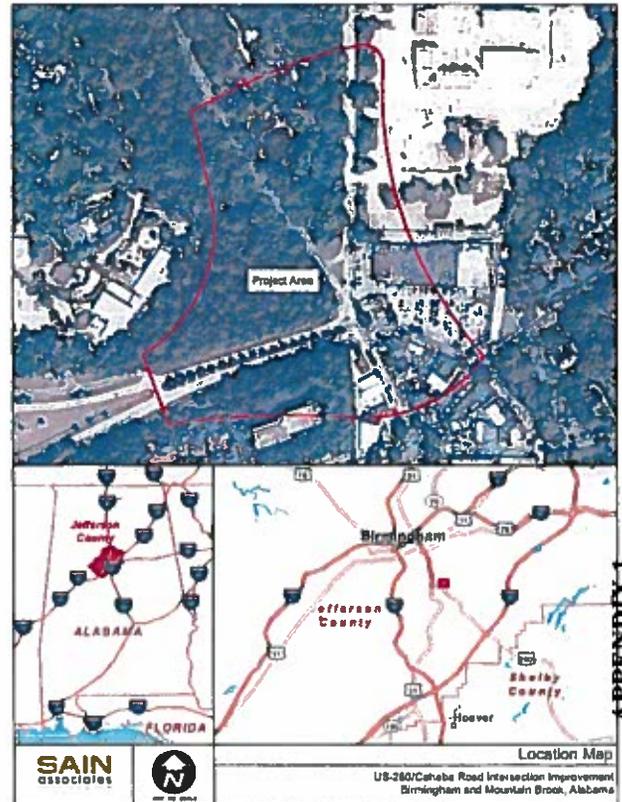
ATC Group Services LLC

Fred R. DeLeon, Jr.
 Fred R. DeLeon, Jr., P.E., P.G.
 Principal Engineer
 Email: fred.deleon@atcassociates.com

Stephanie Pryor
 Stephanie Pryor, P.E.
 Project Engineer
 Email: stephanie.pryor@atcassociates.com

Encl: Sain Supplied Information
 Proposal Acceptance Agreement
 Client Services Agreement

* The schedule can change due to weather conditions and access-related issues



February 24, 2016

Ms. Alicia Bailey, P.E.
 Sain Associates, Inc.
 244 West Valley Avenue, Suite 200
 Birmingham, Alabama 35209

Subject: Proposal for Subsurface Exploration,
 Geotechnical Engineering Evaluation and
 Materials Report
 Cahaba Road Improvements & Roundabout
 Birmingham, Alabama
 BHATE Reference Number: 8512-16

Dear Ms. Bailey:

BHATE Geosciences Corporation (BHATE) is pleased to submit the following proposal to conduct a subsurface exploration and geotechnical evaluation of the subject site. In this proposal, we have outlined the following:

- Our understanding of the project
- Proposed scope of services
- Geotechnical report
- Estimated budget
- Schedule

PROJECT UNDERSTANDING

Project Information: Based on preliminary information provided by your office, we understand the following:

- **Project Location and Description:** The project site is located near the intersection of Cahaba Road and Culver Road in Mountain Brook, Alabama. It is our understanding that the road improvement project begins near the intersection of Cahaba Road and Culver Road and continues north along Cahaba Road and Lane Park Road, west along the Cahaba Road extension to US Highway 280 and south along Cahaba Road. Preliminary information provided to us indicates that two roundabouts are being considered; one near the intersection of Cahaba Road and Lane Park Road and one near the intersection of Culver Road and the Cahaba Road extension to US Highway 280. It is expected that construction of the roundabouts would require right of way from the adjacent properties. Also, additional improvements to the intersection at Cahaba Road and Culver Road will likely include some road widening work as well as lighting, landscaping, and sidewalks.

- **Current Site Description:** The project area contains several existing asphalt paved roadways such as Cahaba Road, Culver Road, Lane Park Road and the US 280 ramp as well as sidewalks, grass covered medians, etc.

The west side of the proposed roundabout at Cahaba Road and Lane Park Road as well as approximately half of the new ramp alignment to be located at the US 280 intersection is currently undeveloped and covered with dense brush and mature trees. An existing stone monument sign for the Birmingham Zoo is also located in this area. In addition, much of this area is located behind an existing chain-link fence that appears to envelop the Birmingham Zoo Property. *We expect that some clearing of trees and brush will be required to create some rough cleared roads for our drilling equipment. In such cases, the wooded, undeveloped portion of the project site. You have also indicated that some ROW issues will have to be addressed regarding this area. We've assumed that Right of Entry will be granted to BHATE to explore this portion of the project site and that BHATE will not be responsible for restoring the disturbed portions of the property to a near-undeveloped condition.*

- **ALDOT Requirements:** You requested that our geotechnical report be prepared in accordance with ALDOT requirements and suitable for an ALDOT review. We have prepared the following cost estimate based on the amount of work required to meet the ALDOT standards contained in ALDOT Bureau of Materials and Tests Procedure 390-Procedure for Conducting Soil Surveys and Preparing Materials Reports, Revised February 14, 2012.

In view of the project information provided to us, it appears that some portions of the project, such as Cahaba Road between the two roundabouts, could be considered a Short Widening Project by ALDOT standards. Other portions of the project, such as the undeveloped portion of the southernmost roundabout and the realignment of the US 280 Ramp, would be considered as Grade, Drain, Base and Pave projects. Consequently, we are proposing to perform soil test borings along the centerline of the project in the areas of the roundabouts and the new US 280 Ramp alignment. Conversely, asphalt cores to determine individual layer thicknesses will be taken at approximately six (6) to 10 locations along Cahaba Road as well as near the southernmost roundabout at Culver Road and Lane Park Road.

- **Slopes:** It is our understanding that a cut slope will likely be required near the west side of the roundabout planned at the intersection of Cahaba Road and Lane Park Road. We anticipate this slope will be less than 15 feet in height. According to ALDOT requirements, formal slope stability analysis is not required. However, we will perform some preliminary slope stability analyses and provide cut slope considerations in our report pertaining to this portion of the project.

- **Culvert Extensions:** You indicated that two existing culverts along Cahaba Road may have to be extended to accommodate the planned road widening. Based on observations made during our February 16, 2016 visit to the site, the culvert areas are not accessible to our drilling equipment. However, we have included time in our proposal to manually explore the culvert extension areas with a steel rod and/or hand auger probes in an effort to identify the presence of near surface soft soils.



- **Site Access Conditions for Equipment:** As stated above, due to the undeveloped conditions of portions of the site near the intersection of US 280 Ramp and Cahaba Road, we anticipate that some access preparation will be necessary. Although efforts will be made to avoid the large trees, there is a possibility that some trees could be damaged as a result of access road preparation. In addition, piles of vegetation debris would remain on the site. Site restoration such as restoring vegetation and ground cover is not included in our scope of services; nor is installation of erosion control measures. Also, we anticipate that traffic control will be necessary to protect our personnel from traffic during the field work at this site.

Anticipated Geology: Based on our review of the geologic publication titled "Engineering Geology of Jefferson County, Alabama (1979)" it appears that the subject site is underlain by soils derived from the Floyd Shale Formation. The Floyd Shale Formation typically consists of dark gray shale, with thin beds of sandstone, siltstone, limestone and chert occurring locally. Rock outcrops are rare because the Floyd Shale readily weathers to brown or light gray clay.

The soil overburden above the bedrock typically consists of moderately plastic clay and usually ranges from approximately 7 to 15 feet in thickness. The clayey soils derived from the Floyd Shale can often exhibit high shrink swell potential and relatively low remolded shear strengths. The residual soil is typically considered moisture-sensitive because it exhibits a strength loss when wetted.

Due to the high degree of weathering to which the Floyd Shale is subjected, it is often present in low areas, which appears to be the case at the subject site. In addition, groundwater seepage and springs are also common in the Floyd Shale because it often occurs in topographic lows.

PROPOSED SCOPE OF SERVICES

Based on your request for proposal during our February 16, 2016 site meeting and our understanding of the project, our proposed scope of services includes the following:

1. Field services, including site reconnaissance, manual exploration, site access and drilling coordination, sample logging and data compilation.
2. A Pavement Evaluation and Distress Condition Survey will be performed in accordance with ALDOT Bureau of Materials and Tests Procedure 392. Take note that Falling Weight Deflectometer (FWD) testing is not included in our proposed scope of services.
3. Soil test borings: Four borings drilled to a depth of 20 feet or refusal, along the west side of the proposed roundabout at the intersection of Cahaba Road and Lane Park Road; including mobilization and sampling.
4. Asphalt coring: We will contract a local coring company to extract cores of the existing asphalt pavement from approximately seven (7) locations along the alignment of Cahaba Road and Lane Park Road.
5. Traffic control will be provided during the field activities in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2003 edition. It is our understanding that the City of Mountain Brook could possibly provide a shadow vehicle during our field activities.



6. Laboratory tests: soil moisture content, Atterberg Limits, Wash #200 sieve and sieve analysis tests will be performed on representative samples of the on-site soils.
7. Engineering evaluation and geotechnical report preparation with ten copies furnished.

GEOTECHNICAL REPORT

Based on the scope of services described, our report will address the following items:

1. A description of the project and location map.
2. Discussion of site geology and surface conditions including thickness and type of existing pavement layers.
3. A description of the subsurface conditions at the soil test boring locations.
4. Laboratory test results.
5. Asphalt coring reports (color photographic log) and pavement condition survey information.
6. Identification of unsuitable materials, soft soils, and/or muck and recommendations for treatment of such soils.
7. Locations of areas that may require subgrade stabilization, and a recommended method of stabilization.
8. Groundwater conditions, if encountered in the borings and dewatering recommendations if appropriate.
9. Pavement recommendations based on ALDOT's "equivalent build-up" method in areas where widening will occur along the project. Also, a recommended new pavement section will be provided for the proposed roundabout area and the new ramp alignment that is to be located west of the intersection of Cahaba Road and Lane Park Road. You informed us that traffic data on which to base the new pavement section would be provided to us by your office.



ESTIMATED BUDGET

Our services will be provided based on the indicated scope and charged on the basis of our unit-fee schedule. The following budget is prepared based on certain assumed conditions at the site.

Our services will be conducted on a unit-rate basis in accordance with our current ALDOT approved contract rates. However, based on the proposed scope of services and assuming no unusual subsurface conditions are encountered, our budget estimate is \$25,681.00. 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. In the event problem subsurface conditions are encountered near the 20' target termination depth of the borings, it would probably be necessary to extend the borings to a greater depth to gauge the magnitude of the problem soils.

Budget Notes and Allowances:

1. Our services will be provided based on our unit fees for the amount of exploration required to evaluate the subsurface conditions. If problem conditions are discovered during our initial exploration or if it appears that additional exploration is appropriate to better evaluate the subsurface conditions, we will notify you. Soil test borings have been included for evaluating proposed slopes and pavement subgrade soils. If soft soils are encountered during the field exploration, we will contact you to discuss the soil conditions and the need for additional exploration.
2. Supplementary design consultation regarding project specifications, bid documents, etc. is not included in this budget estimate and would be billed separately based on actual time spent by the personnel involved.
3. It should be acknowledged that no costs associated with surveying of boring locations have been included in this budget estimate. ALDOT requires that a certain level of accuracy be adhered to when staking the boring locations. We have assumed that Sam Associates would provide the survey services.

SITE ACCESS & UTILITY LOCATION

Taking into account the information provided to us and our observations during our visit to the site, it does not appear that the proposed boring locations would be accessible to our drilling rigs unless improvements are made to the ground. Access preparation will be necessary to permit our drilling equipment to reach the planned boring locations. We will coordinate rental/subcontract of equipment for preparation of access trails at cost+15 percent. We estimate that one full day (8 hours) will be required to perform the access preparation. We have included a cost of \$1,400.00 in our base budget estimate for this function.

We have assumed that prior to our commencing exploration operations all underground utilities are clearly marked and identified in the field by the client. Locating utilities is not included in our proposed scope of services; however, we do have the in-house ability to conduct an underground utility survey as an added service. BHATE does not assume responsibility for damage to any unknown, unidentified or uncharted utilities or underground structures at the site.



EROSION CONTROL MEASURES

During the course of access preparation near the southernmost roundabout, some ground disturbance will occur. Our intent is to minimize the area disturbed; however, some sediment control measures will likely be required. Our intent is to stabilize any disturbed surfaces by mulching with straw and basic grass seed. We have included a cost of \$1,000.00 in our base budget estimate for this purpose.

*-Material quantities and equipment hours have been estimated based on site conditions encountered during our visit to the site on 2-16-16. Actual quantities and time spent could differ depending on site conditions encountered at the time the field exploration is performed.

SCHEDULE OF SERVICE PERFORMANCE

We can commence our field exploration within five (5) business days after receiving written authorization to proceed. Arranging traffic control and signage, and conducting the subsurface exploration and laboratory testing are expected to require approximately three weeks to complete. We anticipate that an oral report of subsurface conditions can be provided shortly after field exploration is complete and a written report of our findings within two weeks after our field and laboratory services are complete.

GENERAL NOTES AND AUTHORIZATION

We will 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 will be consistent with the engineering standards prevailing at the time and in the area that the services are performed; no other warranty is 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 will serve as our authorization to proceed with the exploration.

CLOSING

We appreciate the opportunity to present this proposal and are available to discuss the proposed scope of services with you. If you have any questions or need modifications to our scope of services, we would be happy to consider such changes. We look forward to working with you.

Respectfully submitted,
BHATE Geosciences Corporation

Dennis Isbell
Dennis Isbell

Project Professional
Charles R. Burgin

Charles R. Burgin, P.G., P.E.
Principal



3/1/2016 Alabama Department of Transportation 2:31 PM

Project Number #REF!		CPMS #	
County #REF!			
Description #REF!			
Scope of work Intersection Improvement			
Length #REF! miles			
Consultant Nimrod Long and Associates			
LANDSCAPE PLANS			
SHEET TITLE	NO OF SHEETS	ESTIMATE	ACTUAL
TITLE SHEET	1	0.00	0.00
CONTRACT SUMMARY	1	0.00	0.00
PROPOSED LAYOUT/SURVEY CONTROL	1	0.00	0.00
PROPOSED PLANS	1	0.00	0.00
PLANS LEGEND & ABERRATIONS	1	0.00	0.00
TOTAL	5	0.00	0.00
PERSONNEL COST			
Project Manager (10% of Eng)	2.50	\$ 312.48	\$ 608.20
Landscape Architect	25.75	\$ 289.44	\$ 7,463.08
Production Assistant	33.75	\$ 125.04	\$ 4,220.10
Combined Overhead (%)	165.00		\$ 20,629.42
Out-of-Pocket Expenses**			\$ 18.20
Sub-Total			\$ 23,134.00
Operating Margin (10%)			\$ 3,312.40
Sub-Total			\$ 26,436.40
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Subconsultant Administration Expense (5%)			\$ 1,321.82
Sub-Total			\$ 26,436.40
Facilities Capital Cost of Money (% of Direct Labor) 0.00			\$ -
TOTAL FEE			\$ 26,436.40

Form Revised 1-3-13

3/1/2016 Alabama Department of Transportation 2:31 PM

Project No. #REF!		CPMS #	
County #REF!			
Description Cahaba Road/Hwy280/Lane Park Road roundabout			
Scope of Work Intersection Improvement			
Project Length 0.30 Miles			
Consultant Nimrod Long and Associates			
Fee Proposal (Landscape Plans)			
PERSONNEL COST			
	Man-days	Daily Rate	
Project Manager (10% of Eng)	2.50	\$ 312.48	\$ 608.20
Landscape Architect	25.75	\$ 289.44	\$ 7,463.08
Production Assistant	33.75	\$ 125.04	\$ 4,220.10
Combined Overhead (%)	165.00		\$ 20,629.42
Out-of-Pocket Expenses**			\$ 18.20
Sub-Total			\$ 23,134.00
Operating Margin (10%)			\$ 3,312.40
Sub-Total			\$ 26,436.40
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Subconsultant Administration Expense (5%)			\$ 1,321.82
Sub-Total			\$ 26,436.40
Facilities Capital Cost of Money (% of Direct Labor) 0.00			\$ -
TOTAL FEE			\$ 26,436.40

**See Grand Total Fee sheet

Form Revised 1-3-13

APPENDIX 1

3/1/2016 Alabama Department of Transportation 2:31 PM

Project No. #REF!		CPMS #	
County #REF!			
Description Cahaba Road/Hwy280/Lane Park Road roundabout			
Scope of Work Intersection Improvement			
Project Length 0.30 Miles			
Consultant Nimrod Long and Associates			
Out-of-pocket Expenses (Landscape Plans)			
TRAVEL COST			
Mileage Cost	Type	Miles/Trip	\$/Mile
Site Visits	8	10	\$0.540
	0	0	\$0.540
	0	0	\$0.540
	0	0	\$0.540
Total Mileage Cost			\$ 16.20
Subsistence Cost			
Travel allowance (8 hour trips)	Days	# People	\$/Day
Travel allowance (12 hour trips - meal provided by others)	0	0	\$11.25
Travel allowance (12 hour trips)	0	0	\$0.50
Travel allowance (overnight)**	0	0	\$3.25
Travel allowance (overnight)**	0	0	\$3.25
Total Subsistence Cost			\$ -
Total Travel Cost			\$ 16.20
PRINTING / REPRODUCTION COST			
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
Total Printing/Reproduction Cost			\$ -
Communication Cost (telephone, fax, etc.)			\$ -
Postage Cost (overnight, stamps, etc.)			\$ -
Other (provide description on next line)			\$ -
Total Out-of-pocket Expenses			\$ 16.20
Comments:			

**You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Form Revised 1-3-13

February 26, 2016

Sain Associates
Two Perimeter Park South
Suite 500 East
Birmingham AL 35243

Attention: Alicia Bailey, P.E.
Team Leader/Transportation

RE: Cahaba Road/Hwy 280 Roundabout
Lighting Design
Project No. 016-00718-00

Dear Alicia:

We appreciate the opportunity to furnish electrical engineering services for you on this project.

Our understanding of the scope of this project is as follows: Prepare plans for electrical service for lighting and irrigation, conduit, as well as light pole locations to be installed. There are to be 5 sheets at 30 scale. Sain Associates to be lead consultant.

This is based on preliminary information furnished by you which included: Email from Alicia Bailey dated February 17, 2016, and CAD files obtained from Sain Associates.

FEE STRUCTURE

We propose to furnish engineering services for a Lump Sum Fee of Six Thousand Dollars (\$6,000.00). Invoices will be sent monthly; payment is due thirty days after receipt of invoice.

Alternates are not included in this scope of work and will be negotiated as additional services.

REIMBURSABLE EXPENSES

Expenses are included in the fee of the project and are not reimbursable.

PROJECT PHASE SCHEDULE

PROJECT PHASE

- 30% Submittal
- 70% Submittal
- 100% Submittal

TERMS & CONDITIONS

Terms and conditions as outlined in the SAIN SubAgreement (see attached) shall apply and are part of this proposal.

SSOE Group
1504 18 Avenue South
Birmingham, AL 35222
205.321.2373
205.321.2721
www.ssoe.com

making clients successful by saving them time, trouble and money



Cahaba Road/Hwy 280 Roundabout
Lighting Design
February 25, 2016
Page 2 of 2

ADDITIONAL SERVICES

Additional services will be furnished on an hourly basis plus expenses per your request. The hourly rates are indicated in the table attached. These services include but are not limited to:

1. Changes in design after completion of Construction Documents.
2. Field Observations of work during construction.
3. Changes for "Value Engineering" after completion of Construction Documents.
4. Correction of Contract Documents for Record "As-Built" Drawings.
5. Phased Contract Documents (multiple-bid packages).
6. Review of Contractor Pay Requests.

BASIS OF PROPOSAL

- Drawings/models from other design disciplines will be furnished in electronic format (DXF, DWG, or RVT) for our use on the project. Drawings and documents furnished for each deliverable listed in Project Phase Description will be transmitted in electronic digital file format ready for reproduction (Adobe Acrobat .pdf).
- Requirements of the contract between Bain Associates and the Owner do not apply unless specifically included in this proposal.

ACCEPTANCE

To approve our proposal, please sign in the space provided below and return to us for our files.

We appreciate the opportunity to offer this proposal and look forward to the successful completion of the project.

Sincerely,



Anthony H. Smith
SSOE Group

Attachment: Terms & Conditions

Copies to: Project Accounting
File: _____

ACCEPTED: _____ DATE: _____

making clients successful by saving them time, trouble, and money



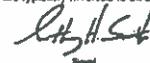
Form Revised 10-25-07

Project No. Cahaba Road/Hwy 280 Roundabout	
County Jefferson	
Description Sidewalk and Landscaping Improvements	
Scope of Work Pedestrian Lighting and Electrical	
Project Length 0.30 Miles	
Consultant SSOE Group (formerly CRS)	
GRAND TOTAL OF FEE PROPOSAL	
Corridor Study	\$0
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$4,000
Bridge Plans	\$0
GRAND TOTAL FEE	\$4,000

Combined overhead rate (%)
Facilities Capital Cost of Money (if used)

Class/Location	Daily Rate
Project Manager	\$492.00
Engineer	\$285.00
Environmental	
Engineering Technicians/CADD	\$208.70
Environmental Technician	
Clerical	\$181.54
P.S.	\$2.50
Survey Crew	\$0.00

**Certification of Out-of-Pocket Expenses:
If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically incurred to all clients as a direct job cost.



Sr. Project Manager
Position Title

Date 3/25/2016

APPENDIX 1

Project Number Cahaba Road/Hwy 280 Roundabout		
County Jefferson		
Description Sidewalk and Landscaping Improvements		
Scope of Work Pedestrian Lighting and Electrical		
Length 0.30 miles		
Consultant SSOE Group (formerly CRS)		
ROADWAY PLANS		
SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS
		ENGINEER SHEET TOTAL SHEET TOTAL
Lighting		TECHNICIAN SHEET TOTAL
Plan Layout	4.00	1.00 4.00 1.00 4.00
Special Details	7.00	0.00 0.00 1.00 1.00
		0.00 0.00 0.00 0.00
SUB-TOTAL	11.00	1.00 4.00 1.00 4.00
10% Supervision		0.40 0.40 0.00 0.00
TOTALS	11.00	1.40 4.40 1.00 4.00

Project No. Cahaba Road/Hwy 280 Roundabout	
County Jefferson	
Description Sidewalk and Landscaping Improvements	
Scope of Work Pedestrian Lighting and Electrical	
Project Length 0.30 Miles	
Consultant SSOE Group (formerly CRS)	
Fee Proposal (Roadway Plans)	
PERSONNEL COST	
	Man-days x Daily Rate
Project Manager (10% of Eng.)	0.40 x \$492.00 = 196.80
Engineer	4.00 x \$285.00 = 1,140.00
Engineering Technicians/CADD	4.00 x \$208.70 = 834.80
Clerical	1.00 x \$181.54 = 181.54
Total Direct Labor	2,353.14
Combined Overhead (%)	130.00% = 3,059.08
Out-of-Pocket Expenses**	0.00 = 0.00
Sub-Total	5,412.22
Operating Margin (10%)	541.22 = 541.22
Sub-Total	5,953.44
SUB-CONSULTANTS (each man-day & fee FROM each sub-consultant; show total fee for each here)	
Subconsultant Administration Expense (5%)	297.67 = 297.67
Sub-Total	6,251.11
Facilities Capital Cost of Money (% of Direct Labor)	0.00% = 0.00
TOTAL FEE	6,251.11

**See Grand Total Fee sheet



February 24, 2016

Sam Gaston
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213
gastons@mtbrook.org

Re: Phase 9 Sidewalk CE & I Services
CMAQ-NR13(908)

Dear Mr. Gaston,

Please find the enclosed fee proposal for performing CE & I services for the subject project. The fee is based on providing full time inspection services assuming a 100 working day contract. The terms for services will follow the standard ALDOT CE & I agreement.

Note this is a draft version subject to change based on the number of contract days and bid amount per ALDOT direction.

If you require any additional information, please contact me by email at msloops@sain.com or by phone at 205-263-2180.

Sincerely,

MS Sloops

Matt Sloops, P.E.

CC:

Two Perimeter Park South Suite 300 East | Birmingham, Alabama 35243 | p: 205.940.6420 | f: 205.940.6433 | sain.com

CMAQ-NR13(908)
Engineer's construction cost estimate (Rev. 2015) = \$1,214,280

CE & I Cost Estimate
Mountain Brook
Phase 9 Sidewalk Improvements
Date: 02/24/16

Task Description	Project Manager	Inspector - Level II	Inspector - Level I	Assistant	Professional ChE	Professional PE/Engineer	Field Supervisor	Professional Land	Survey	Survey Control	Control
1. Project Manager / Professional ChE	1	0	0	0	0	0	0	0	0	0	0
2. Project Inspector - 100 working days	0	100	0	0	0	0	0	0	0	0	0
3. Survey - 1 Engineer	0	0	0	0	0	0	0	0	0	0	0
4. Project Inspector - 100 working days	0	0	0	0	0	0	0	0	0	0	0
5. Project Survey - 100 working days	0	0	0	0	0	0	0	0	0	0	0
6. Project Survey - 100 working days	0	0	0	0	0	0	0	0	0	0	0
ALDOT TOTALS	1	100	0	0	0	0	0	0	0	0	0
ALDOT HOURLY RATE	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
DAILY RATE	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
TOTAL DIRECT LABOR	\$24,000	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INDIRECT LABOR COSTS	\$3,600	\$360,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROFIT @ 10%	\$2,760	\$276,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TESTING SUB-COMMITMENT FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PERMITTING FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FACILITIES CAPITAL COST @ 1%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL FEE AMOUNT	\$29,360	\$2,936,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

** Draft - subject to change based on contract days and bid amount **

APPENDIX 2

2/25/2016 Alabama Department of Transportation 8:16 PM

Project No. CMAQ-NR13(908)
County Mountain Brook
Description Phase 9 Sidewalk Improvements
Scope of Work CE&I
Project Length 0.50 Miles

Consultant Sain Associates
Out-of-pocket Expenses (Construction Engineering and Inspection)

TRAVEL COST	Trips	Miles/Trip	\$/Mile	Total	
Mileage Cost					
Inspector - daily trips + 3 pre construction + 3 final	106	20	\$0.648	\$ 1,177.20	
Inspector - misc tasks (w/o. supplier, etc)	10	40	\$0.545	\$ 218.00	
Project Manager - 2 pre construction + 40 during + 4 final	46	15	\$0.545	\$ 378.06	
Survey Team - project site and/or borrow pit	4	50	\$0.545	\$ 109.00	
Total Mileage Cost				\$ 1,882.26	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (8 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)**	0	0	\$75.00	\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ 1,882.26	
PRINTING/REPRODUCTION COST	# of Sets	Sheets/Set	Total Sheets	Copies/Sheet	Total
Type of printing/reproduction					\$ -
					\$ -
					\$ -
Total Printing/Reproduction Cost					\$ -
Communication Cost (telephone, fax, etc.)					\$ -
Postage Cost (overnight, stamps, etc.)					\$ 300.00
Other (provide description on next line)					Total
Concrete cylinder testing: 40 pours x 4 cylinders x \$30 each					\$ 4,800.00
Other material testing (borrow, backfill, density, hot mix)					\$ 6,500.00
Field Supplies (marker post, stakes, tape, cylinder molds, etc)					\$ 1,000.00
Total Out-of-pocket Expenses					\$ 13,982.26

Comments:
** Draft - subject to change based on contract days and bid amount **

**You must have ALDOT approval for ANY overnight trips of less than 100 miles.

Subject: Furnace Branch

Thank you Sam. We would be very relieved if the creek was dredged as

several of us have had continuing damage from flood waters. Please keep

me

posted and I will share with my neighbors.

Sent from my iPhone

3/9/2016

Sam Gaston

From: Nan Crow
Sent: Tuesday, February 09, 2016 9:15 PM
To: gastons@minbrook.org
Subject: Furnace Branch flooding

Dear Sam,
Our family has lived on Appomattox Lane for the last 25 years. We have sustained significant flood damage twice and several times water under our house damaging our dirtwork. In the last two years I am noticing a more frequent trend of the creek spilling over into our yard. I am also seeing the banks of the creek eroding and losing more and more of our backyards. We really could use the city's help keeping the creek in the banks. Our neighbors have been reluctant to complain. In fact the only time I have contacted anyone was when Mr. Crayson was serving as mayor. We had a June flood that year that was horrible. This was the year Mountain Brook Club was working on their creek system. (Rumor has it that the creek was blocked). Upon completion of their project, we had years of relief. Is there anything the city can do to help us? In addition, we must move our cars to the street if we flood. Is there anyway the police could warn us if the creek is way out of the banks? I look forward to hearing from you.
Sincerely,
Nan Crow
4155 Appomattox Lane
Sent from my iPad

APPENDIX 4

Sam Gaston

From: Heather Brock
Sent: Wednesday, February 10, 2016 8:00 AM
To: 'Sam Gaston'
Subject: Furnace Branch Creek

Mr. Gaston:

One of my neighbors emailed asking us to gather the information for you regarding flooding of the creek. I live at 4143 Appomattox Lane. We moved here in 2005 and never had any problems with the creek until a few years ago. Recently we have had significant flood damage and several VERY close calls. In the past, the creek would drain quickly if there was a small break in the rain, but now it seems to take a longer time to drain leaving water in our yards. My grass in the back yard has mostly died because of the water.

In 2014, the water rose so quickly that our Lexus was totaled. It was parked in the driveway and the water filled the car up to the windows. We also lost everything in our garage including a refrigerator and an electric scooter. Our outdoor generator that is on a raised platform filled with water and sustained a significant amount of damage. The loss from that flood totaled around \$16,000. The water was around 2-3 feet deep in our garage.

During a heavy rain a few weeks ago my entire backyard was under water. That is the reason I got so upset when I saw a neighbor down the creek building structures in the creek that could potentially hinder the flow of the water. I do not know what can be done about this, but any help we can get from the city would be greatly appreciated. We love our street and would like to maintain the property values and exterior appearance while protecting our personal property as much as possible.

Thank you,
Heather and Richard Brock
4143 Appomattox Lane
Birmingham, AL 35213
205-871-8215

3/9/2016

Sam Gaston

From: Thompson, Lee
Sent: Wednesday, February 10, 2016 9:05 AM
To: gastons@minbrook.org
Subject: Furnace Branch Flooding and Erosion Concerns

Mr. Gaston,

I live at 4151 Appomattox Lane and Furnace Branch borders the rear of my property. I am sending you this message joining with my neighbors about concerns of the frequent flooding of Furnace Branch. We bought the property in 2012 with the understanding the lot was in a flood plain. I have owned property before in a flood plain and never had issues, therefore I was not concerned at the time of purchase. Since we have owned the property on Appomattox Lane Furnace Branch has come out of its banks about every 6 months and increased the depth of the branch 3-4 feet too numerous times to count (the normal depth is approximately 4-6"). On one specific occasion in May 2014 the water entered certain areas of my home causing approximately \$40,000 worth of damage. According to my neighbors the water level was approximately equal to a rain event around 1993 that caused flood damage in their homes. At that time the rain event was called a 100 year flood. My point is that the creek appears to be rising more frequently than I would expect.

I understand that living next to water comes with circumstances that are up to mother nature—got it. My concern is that I am seeing (and paying for) the effects of poor drainage management downstream. The poor maintenance is causing erosion of the bank into my property and water damage to my property that is avoidable. I know that branches, creeks, etc fall under federal regulation where I would have no voice. I would appreciate any help the city can give to investigate the cause of the overflowing branch and solutions that can be considered.

Thank you for your time in reading this message.
Sincerely,

Lee Thompson
4151 Appomattox Lane
Mountain Brook, AL 35213
Cell—205.965.4383

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of all or part of the transmitted information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by responding to this transmission. Thank you.

3/9/2016

Sam Gaston

From: Anne Johnson
Sent: Thursday, February 04, 2016 11:43 AM
To: Diane Beck; Nan Crow; Heather Brock; Kelly Thompson; Mary Beth Wood; ppytenbankston@gmail.com; Sam Gaston; gayl@mtbrook.org; vaughn@mtbrook.org
Subject: Fed. Furnace Branch

I forwarded Sam's email to you in hopes that you have damage issues and regular flooding info that would help secure a FEMA grant. Please ask your neighbors to help with gathering this information. Thank you so much. Anne

Sent from my iPhone

Begin forwarded message:

From: Sam Gaston <sgaston@mtbrook.org>
Date: February 3, 2016 at 1:42:54 PM CST
To: Anne Johnson <ajohn123@bellsouth.net>
Cc: Ronald Vaughn <vaughn@mtbrook.org>, James Gay <gayl@mtbrook.org>
Subject: RE: Furnace Branch

How often has your house flooded? We could apply for a FEMA grant to do some drainage modifications, but I highly doubt it would be approved due to the relative low amount of property damage or risk of property damage from Furnace Branch. I know any damage to your home is critical to you, but FEMA relies on the potential damage in the future, that is why we got a large grant several years ago to do the major drainage improvement project in Mtn. Brook Village. Let's check with Public Works to see if they have any other suggestions and if Furnace Branch is scheduled to have vegetation removed this year.

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

3/9/2016

-----Original Message-----
From: Anne Johnson [mailto:ajohn123@bellsouth.net]
Sent: Wednesday, February 03, 2016 12:25 PM
To: Sam Gaston
Subject: Re: Furnace Branch

Do you have any suggestions as to what can be done to alleviate this problem?

Sent from my iPhone

On Feb 2, 2016, at 6:04 PM, Sam Gaston <sgaston@mtbrook.org> wrote:

Sorry, I disagree with you. You just don't go out and start dredging a creek. US Corp of Engineers, US Fish and Wildlife and the Alabama Dept of Environmental Management have jurisdiction over this.

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

-----Original Message-----
From: Anne Johnson [mailto:ajohn123@bellsouth.net]

3/9/2016

APPENDIX 4

Sent: Tuesday, February 02, 2016 5:31 PM
To: Sam Gaston
Cc: Diane Beck; Nan Crow; Kelly Thompson; Heather Brock; Mary Beth Wood;
Pam Bankston
Subject: Re: Furnace Branch

Sam that is really an unacceptable answer. Have you lived in a house that floods which was not zoned as being in a flood plain when bought? Perhaps the city would like to purchase this house or jack it up since permits etc are so expensive. Flood insurance is a joke. It doesn't even provide for a hotel so we live in here along with sewage water residue. And who will buy this house? Our mayor suggested in 1999 that we not disclose the fact that we have flooded. I do believe that is fraud. I really would appreciate someone taking this problem seriously.

Sent from my iPhone

On Feb 2, 2016, at 12:46 PM, Sam Gaston <sgaston@mtbrook.org> wrote:

Dredging is not a good option due to all the state and federal permits

3/9/2016

we would have to obtain. Cleaning the creek as well as removing some of the vegetation along the shores are our best options.

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

-----Original Message-----
From: Anne Johnson [mailto:ajohn123@bellsouth.net]
Sent: Tuesday, February 02, 2016 10:28 AM
To: Sam Gaston
Cc: Diane Beck; Nan Crow; Kelly Thompson; Heather Brock; Mary Beth

Wood;

Pam Bankston

3/9/2016

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

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

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

Absent: None

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

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

1. RECOGNITION OF GUESTS

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

2. CONSENT AGENDA

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

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

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

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

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

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

Nays: None

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

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

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

4. ADJOURNMENT

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

5. CERTIFICATION

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



City Clerk

EXHIBIT 1

RESOLUTION NO. 2016-026

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

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

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2016-027

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

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

APPENDIX 2

EXHIBIT 3

RESOLUTION NO. 2016-028

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

APPENDIX 3

EXHIBIT 4

RESOLUTION NO. 2016-029

**A RESOLUTION OF THE CITY OF MOUNTAIN BROOK, ALABAMA ADOPTING
THE 2014 JEFFERSON COUNTY MULTI-HAZARD MITIGATION PLAN**

WHEREAS, the (local governing body) recognizes the threat that natural hazards pose to people and property within the City of Mountain Brook; and

WHEREAS, the City of Mountain Brook has participated in the development of a multi-jurisdictional hazard mitigation plan, hereby known as the 2014 Jefferson County Multi-Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2014 Jefferson County Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Mountain Brook from impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council of the City of Mountain Brook demonstrates our commitment to hazard mitigation and to achieving the goals outlined in the 2014 Jefferson County Multi-Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA, that the 2014 Jefferson County Multi-Hazard Mitigation Plan is adopted.

APPENDIX 4

EXHIBIT 5

RESOLUTION NO. 2016-030

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 Bearden Services, LLC, in the form as attached hereto as Exhibit A, with respect to the nuisance abatement/demolition and clean-up services for the property owned by William D. and Mary D. Rowe located at 2324 Cahaba Road pursuant to the Notice of Court Action in Case No. 01-CV-2015-901808.00.

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

APPENDIX 5

EXHIBIT 6

RESOLUTION NO. 2016-031

WHEREAS local sales and use tax, business licensing, and construction permitting regulations require that individuals and businesses self-report and remit required taxes, licenses, and permit fees to appropriate (often multiple) local governments; and

WHEREAS such regulations are often misinterpreted by individuals and businesses resulting in errors and omissions in the tax returns, license applications, and permit applications further resulting in errors and omissions in such tax, license, and permit remittances; and

WHEREAS sometimes errors and omissions in the reporting and under-payment of taxes, licenses, and permits is intentional when individuals and businesses attempt to evade local regulations and ordinances; and

WHEREAS local governments often find that outsourcing tax and license administration services to be the most cost effective and efficient means of enforcing local tax, license, and permit regulations; and

WHEREAS, without adequate and proper tax, license, and permit enforcement efforts, local governments risk incurring material economic losses; and

WHEREAS local government elected and administrative officials generally oppose any legislation that diminishes their collective abilities to manage their business affairs and municipal service delivery efforts, including tax, license, and permitting regulations; now, therefore;

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby expresses its opposition to HB375 and companion SB335 which prohibit a governing body of a municipality from entering into a contract with a private auditing or collecting firm as such legislation will most likely adversely affect all Alabama cities' ability to effectively and efficiently administer its tax, license, and permit ordinances and regulations.

APPENDIX 6

EXHIBIT 7

RESOLUTION NO. 2016-032

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts, and authorizes the execution of, the professional services agreement, in the form as attached hereto as Exhibit A subject to such minor changes as may be determined appropriate by the City Attorney, between the City and Walter Schoel Engineering, Inc. with respect to its assessment of flooding along Furnace Branch.

APPENDIX 7



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20160229113653276



Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: 104 of County: 15108 Trade Name: CRESTLINE PIGGLY WIGGLY # Reg For: 1100.00 Applicant: CRESTLINE PIGGLY WIGGLY L.L.C. Treasurer For: Location Address: 41 CHURCH STREET MOUNTAIN BROOK, AL 35213 Mailing Address: 3345 INDEPENDENCE DR, SUITE 100 BIRMINGHAM, AL 35209 County: JEFFERSON Tobacco Sales: YES Tobacco Vending Machines: 0 Type of Beverage: L.L.C.

Book, Page, or Document Number: LR2215117174 Date Incorporated: 02/29/2016 State incorporated: AL County Incorporated: JEFFERSON Date of Authority: 02/23/2016 Alabama State Sales Tax ID#: R000134987

Table with columns: Name, Title, Date and Place of Birth, Residential Address. Includes entries for NASEEM ALJOURNY, NASEEM ALJOURNY, and NASEEM ALJOURNY.

Has applicant completed with financial responsibility ABC DR 20-1-5-11? YES Does ABC have any claims pending against the current licensee? NO Has any court, including magister or applicant, had a federal/state process or hearing suspended or stayed? NO Has a liquor sales and/or beverage license for these premises ever been denied, suspended, or revoked? NO Are the applicant(s) named above the only person(s), in any manner mentioned in the business sought to be licensed? YES Are any of the applicant(s), partner, partner, member of a partnership or association, or officers and directors of a corporation listed, in any manner mentioned in the application, or otherwise in the profile of any other class of business regulated under authority of this act? YES Does applicant own or control, directly or indirectly, hold less than any real or personal property which is regulated or used in the conduct of business by the holder of any liquor, retail or beverage, or distilled liquor 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, institution or organization operating under or regulated by the authority of this act? NO

Contact Person: NASEEM ALJOURNY Mobile Phone: 205-531-7415 Business Phone: 205-679-8000 Fax: E-MAIL: KARI@BRUCEJEDWARDSCHA.COM

PREVIOUS LICENSE INFORMATION Previous License Number(s) License 1 License 2



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20160229113653276



If applicant is leasing the property, is a copy of the lease agreement attached? YES Name of Property owner/lessor and phone number: ALCOURNY INVESTMENTS LLC 205-531-7415 What is licensee primary business? REAL ESTATE Is license suspended in any way in this alcoholic beverage business? YES Is there any further interest, or connection with, the licensor's business by the licensor? NO Does the premises have a fully equipped kitchen? YES Is the kitchen used to habitually and lawfully provide food to the public? NO Does the establishment have restroom facilities? YES Is the premises equipped with service 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: 26300 Display Square Footage: Building seating capacity: 0 Does Licensed premises include a cigar area? NO License Structure: 1 1/2 STORY License covers: ENTIRE STRUCTURE Location in within: CITY LIMITS

Has any person(s) with any interest, including manager, selector as sole applicant, officer, partner, or partner been charged in higher court level of any law violation? Name: Address: Other: Arresting Agency: Disposition:

Table with columns: Name, Address, Other, Arresting Agency, Disposition. Multiple rows for individuals.



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20160229113653276



Private Club / Special Retail / or Special Events Beverage ONLY

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

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

Franchise or Concessionaire of another? Other - club responsible organization? Explanation:

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

Other Explanations: Are any applicants, whether individual, member of a partnership or association, or officers and directors of corporation or the corporation itself, in any manner mentioned in the application, or otherwise in the profile of any other class of business regulated under authority of this act? BUY LO QUALITY FOODS INC. PIGGLY WIGGLY OF JEFFERSON CO INC. AND HAB CITY MARKETS IS THE LICENSOR INVOLVED IN ANY WAY WITH THE ALCOHOL BEVERAGE BUSINESS? NASEEM ALJOURNY IS THE MEMBER OF ALCOURNY INVESTMENTS LLC AND CRESTLINE PIGGLY WIGGLY L.L.C.

2016-026 Minute Book 87



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20160229113653276



Initial check In reference to law violation, I affirm to the conditions of the response given within the application in accordance to the Licensure application. I affirm to the truthfulness of the responses given within the application. In reference to ACT 16-623, I understand that if the application is denied or discontinued, I will not be refunded the filing fee required by the application. In reference to former permit or special events retail license, I agree to comply with its applicable laws and regulations concerning this class of license, and to observe the general terms and conditions as indicated within the application. In reference to the Club Application information, I affirm to the truthfulness of the responses given within the application. In reference to the transfer of administration, I affirm to the truthfulness of the information listed on the subsequent transfer application. In accordance with former Rule 8 (Regulation 20-1-6-8) (b)(4), any asset liability number mentioned within the application shall be used for the purpose of investigation or application by the ABC Board and shall not be a matter of public record. The undersigned agrees, if a license is issued to herein applied for to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, its updates or Code of Alabama Title 202 and all of the Rules of Authority created by the Alabama Alcoholic Beverage Board. The undersigned if issued a license to herein requested further agrees to comply with and hereby certifies to the truthfulness of the information provided to the Alabama Alcoholic Beverage Control Board and any other governmental or non-governmental officer of the State, County or Municipality in which the license application is located in order and support thereof to support the license application or any hearing report or indicated by law or in connection with and future compliance. This undersigned hereby understands that he or she assigns any provisions of the aforementioned laws to the licensee and he or she shall be held liable to the licensee for any violation of the laws for a period of one year. The undersigned further understands and agrees that the charges in the manner of application and in violation or discontinuance of any permits or licenses as described in this application will be assessed without further consent 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 documents thereon and that both are true and correct and that the applicant is the only person mentioned in the business for which the license is requested.

Applicant Name (print): NASEEM ALJOURNY Signature of Applicant: [Signature] Notary Public (print): [Signature] History Signature: [Signature] Commission expires: 4/30/18

Application Fee: App. fee: \$1,000.00 I am needed to District Office: Received by Local Commission: Received from Local Commission: Received in District Office: Received by Superintendent: Fee received to cost of Office:

Receipt Confirmation Page Receipt Confirmation Number: 20160229113653276 Application Payment Confirmation Number: 24130518

Table with columns: License Type, Amount, Fee, Total. Includes rows for Application Fee, License Fee, and Total.

Application Type: APPLICATION License Type 050 - RETAIL BEER (OFF PREMISES ONLY) License Type 050 - RETAIL TABLE WINE (OFF PREMISES ONLY) Business Name: JEFFERSON Trade Name: CRESTLINE PIGGLY WIGGLY Applicant Name: CRESTLINE PIGGLY WIGGLY L.L.C. License Address: 41 CHURCH STREET MOUNTAIN BROOK, AL 35213 Mailing Address: 3345 INDEPENDENCE DR, SUITE 100 BIRMINGHAM, AL 35209 Contact Person: NASEEM ALJOURNY Contact Phone: 205-531-7415 Contact Business Phone: 205-679-8000 Contact Fax: Business Cell Phone: 205-531-7415 Receipt Date: 02/23/2016



CORRECTED

CITY OF MOUNTAIN BROOK P.O. Box 18800 Mountain Brook, Alabama 35211-8800 Telephone: 205-982-7400 Facsimile: 205-979-1911 www.cityofmountainbrook.org

March 15, 2016 Alabama ABE Board 374 Aqueduct Drive, Suite 101 Hoover, AL 35226 Telephone: (205) 942-2101

Attached in a copy of a resolution passed at the March 14, 2016, City Council meeting recommending the issuance of a 050 - Restaurant Beer (Off Premises Only) and 050 - Retail Table Wine (Off Premises Only) license to Crestline Piggly Wiggly, LLC (Trade Name: Crestline Piggly Wiggly) 41 Church Street Mountain Brook, AL 35213

If you have any questions, please call me at 342-1924

Signature: [Signature] Secretary Name: City Clerk: Endorsement: [Signature]

2016-027

Street Lighting Modification **Alabama Power**

Account Power Company _____

City of Mountain Brook _____

This is to certify that CITY **Board** **Commissioner** of the City of Mountain Brook, Alabama, on the 14th day of MARCH 2016, adopted resolutions which appear in the minutes of said meeting, authorizing the following street lighting modifications:

Address	Number of Poles	Size Lamp	Location
1500	2	150W	HTS Overhead on 21 foot sp on Overton Road across street from Lockerbie Subdivision (existing pole)

The requested modifications will change the present billing amounts as shown below:

(a) Address: See attached \$ _____

(b) Rate: See attached \$ _____

(c) Other: _____ \$ _____

(d) No Change in Annual Billing \$ _____

(e) Previous Annual Billing \$ _____

(f) New Annual Billing \$ _____

(g) New Monthly Billing \$ _____

Alabama Power Company _____

Approved: _____ By: Caroline T. O'Brien

Title: _____ Title: _____

EXHIBIT A

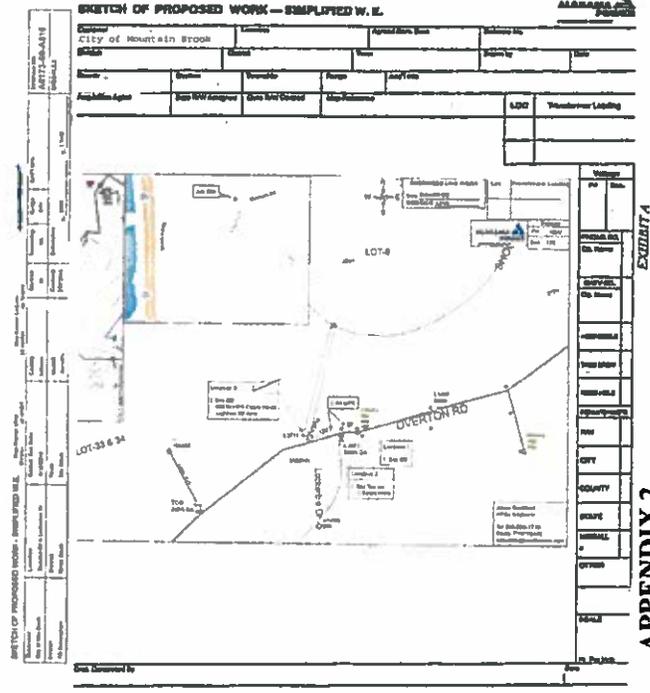


EXHIBIT A

APPENDIX 2



CITY OF MOUNTAIN BROOK

1000 Mountain Brook Parkway
Mountain Brook, AL 35226
Phone: 858-1100
Fax: 858-1101
www.mountainbrook.org

March 8, 2016

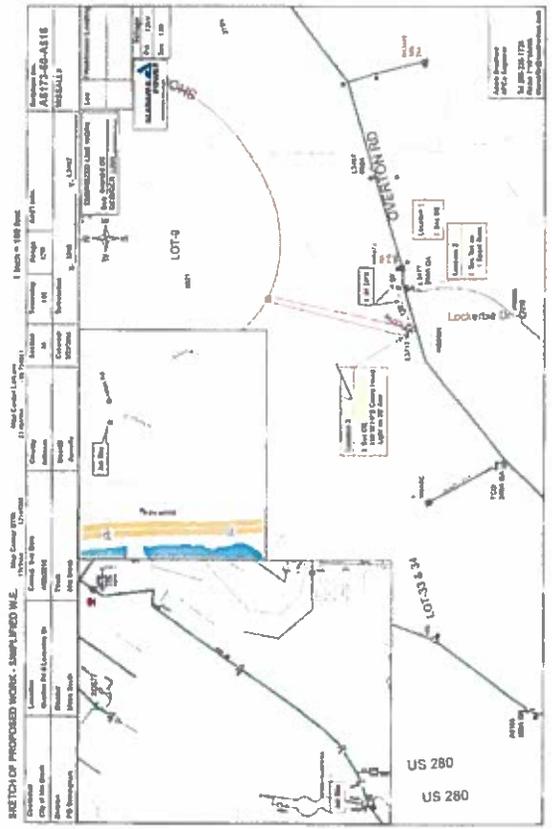
Dear Resident:

The City of Mountain Brook has received a request to place a street light on Overton Road across from the entrance to Lockerbie Subdivision. This proposed street light will be mounted on an existing utility pole. (See attached map.)

The Mountain Brook City Council will consider this request at its March 14, 2016, meeting which will begin at 7:00 p.m. You are invited to attend this meeting to offer your comments. If you cannot attend this meeting but would like to voice your opinion, please contact me at 802-3803 or sgaston@mtainbrook.org

Sincerely,

Sam Gaston
Sam S. Gaston
City Manager



2016-028

JEFFERSON COUNTY COMMISSION



T. JOE KNIGHT
COMMISSIONER DISTRICT IV
Box 599
718 Richard Arrington Jr Blvd N
Birmingham, Alabama 35203
Telephone (205) 379-6070
FAX (205) 325-4881

February 8, 2016

RE: Jefferson County Debris MOU

Dear Mayor and Council:

During the last five years we have had several events that have had a profound effect on many of our communities. For those of us in public office, we deal with the event and then face the daunting task of clean-up. The purpose of this letter is to provide information about the clean-up process following a disastrous event and things we can do to facilitate a coordinated effort in the future. Although the clean-up is the responsibility of the local government, most cities or counties do not have the resources to respond to a substantial natural disaster.

The Federal Emergency Management Agency (FEMA) offers assistance to cities, counties, states and other entities through its Public Assistance (PA) grant program. FEMA has recently published the first edition of the "FEMA Public Assistance Program and Policy Guide," that can be found at <https://www.fema.gov/public-assistance-policy-and-guidance>. All disasters that occur after January 1, 2018 are governed under these rules and regulations. Under these guidelines, the local government is faced with removing the debris and monitoring the clean-up. This often requires two separate contracts as one company may not do both.

Generally, FEMA will absorb 75% of the cost of public clean-up if the total damages in the state and local area reach a certain threshold. If the threshold is not met, FEMA will not offer assistance through this program. The remaining 25% of the cost is borne by the state and the local governments. Typically, the state will pick up 10% of the tab and the local entities pay 15% although these percentages sometimes vary.

Under FEMA's pilot program, FEMA will pay an additional 2% of the cost if a pre-event debris removal contract is in place. FEMA may also pay an additional percentage of the cost if the clean-up is completed within a certain timeframe.

FEMA does not provide money up front and thus, the local entity provides payment to its contractors, then seeks reimbursement through FEMA's PA program. Presently, FEMA is reviewing this program. Reimbursement is conditioned upon documented costs. There are many pitfalls that may result in FEMA discounting portions of a local government's claim and thus, proper documentation is an absolute must. Audits by FEMA are not uncommon.

The Alabama County Commission Association (ACCA) has prepared a state-wide plan under which counties can have a pre-qualified clean-up plan in place. By having pre-negotiated contracts in place for debris removal and monitoring, local governments are not faced with the burden, vexation and imponderables of having to bid these contracts in the midst of the trauma caused by a disastrous event. The local entities will know their costs in price per unit well before an event occurs. In addition, as outlined above, FEMA will pay an additional amount for having a pre-qualified contract in place.

The ACCA has divided the state into 7 regions. Jefferson County is in Region 8 along with St. Clair, Blount, Shelby, Talladega, Clay, Calhoun, Cleburna and Randolph. The bids for debris removal and monitoring have already been let for these regions. The debris removal contractor for our region is DRG Emergency Services, LLC from Mobile, (Exhibit A). The monitoring contractor is Thompson Consulting Services out of Lake Mary, Florida. Please find enclosed the prices for these services. (Exhibit B).

Any municipality in Jefferson County may employ these contractors without having to go through the bid process if the municipality has executed a Memorandum of Understanding (MOU) Agreement with Jefferson County. If the city and county do not have this MOU in place prior to an event, the city is not allowed to utilize the county's contract. The municipalities are not obligated to use the pre-negotiated contract and may bid their own contracts for removal and monitoring.

Please find enclosed the MOU (Exhibit C) that has been prepared by the ACCA for our region. These MOUs are similar throughout the state and are recognized by FEMA. If your city wishes to participate in this agreement, please have your council adopt this MOU and return a copy to my office as soon as possible by mail, hand delivery or electronically to:

Zach Brooks, Administrative Assistant
Commissioner Joe Knight
Suite 229 Courthouse
718 Richard Arrington Jr. Blvd N
Birmingham, AL 35203

Email: Brooksz@jccal.org
Facsimile: (205) 325-4881

Hopefully, this information has been helpful. We certainly hope we never have to deal with this situation again, however, our history does not lend great confidence to that premise. If you have any questions, please let us know.

Best regards,

T. Joe Knight, Commissioner
Vice-Chair, Jefferson Co. EMA

TJK/vnd
Enclosures: Exhibits A-E

APPENDIX 3

Exhibit
A

BID SUBMITTAL FORM
Debris Removal Services Bid - Region 6

Company Name: DRG Emergency Services, LLC
Address: P.O. Box 82319, Mobile, Alabama 36608
Bid Submitted by: Marc Watkins
(Name of company representative)
Title: Vice President of Contracting e-mail address: mwatkins@drge.com
Phone: 251-343-3581 Fax: 251-343-0554

BID PRICING					
Alabama County Joint Bid Program					
Disaster Debris Removal Bid for Region 6					
ITEM	EST. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001	N/A	Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)	Cubic Yard	\$2.00	\$4.00
	N/A	Haul Range - 0 to 15 miles		\$7.50	\$71.25
	N/A	Haul Range - 16 to 30 miles		\$8.11	\$81.11
	N/A	Haul Range - Greater than 30 miles		\$8.21	\$82.21
002	N/A	Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)	Ton	\$36.00	\$36.00
	N/A	Haul Range - 0 to 15 miles		\$40.23	\$40.23
	N/A	Haul Range - 16 to 30 miles		\$41.03	\$41.03
	N/A	Haul Range - Greater than 30 miles		\$44.02	\$44.02
003	N/A	Air Curtain Burning Vegetative Debris At Debris management site (including cost of Ash Removal & Disposal)	Cubic Yard	\$3.00	\$3.00
004	N/A	Chipping or Grinding Debris at Debris management site (including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$4.00	\$4.00
005	N/A	Stamp Extraction (see note no. 2) Diameter - larger than 24" to 36"	Each	\$100.00	\$100.00

	N/A	Diameter - larger than 36" to 48"	Stamp	\$300.00	\$300.00
	N/A	Diameter - larger than 48"	Stamp	\$200.00	\$200.00
006.	N/A	Stamp Fill Dirt (7" fill for stamp holes after removal)	Cubic Yard	\$14.00	\$14.00
007.	N/A	Flush Cutting Hazardous Trees (see notes no. 3 and 4)	Each Tree	\$30.00	\$30.00
	N/A	8" - 12" diameter		\$25.00	\$25.00
	N/A	13" - 24" diameter		\$175.00	\$175.00
	N/A	25" - 35" diameter		\$200.00	\$200.00
	N/A	37" - 48" diameter		\$240.00	\$240.00
	N/A	40" diameter and up		\$240.00	\$240.00
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal	Each Tree	\$70.00	\$70.00
009.	N/A	Freon Recovery and Recycling	Each Unit	\$25.00	\$25.00
010.	N/A	Pick up and Disposal of "Auto Goods"	Each Unit	\$25.00	\$25.00
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound	\$1.00	\$1.00
012.	N/A	Electronic Waste	Each Unit	\$14.00	\$14.00
013.	N/A	Household Hazardous Waste (HHW) HWM Removal and Disposal	Per Pound	\$4.86	\$4.86
014.	N/A	Waterway Debris Removal	Per Cubic Yard	\$28.00	\$28.00
015.	N/A	Sand and Silt Removal	Per Cubic Yard	\$9.00	\$9.00
016.	N/A	Vehicle Removal	Each	\$180.00	\$180.00
017.	N/A	Vessel Removal (Land)	Linear Foot	\$28.00	\$28.00
018.	N/A	Vessel Removal (Marine)	Linear Foot	\$28.00	\$28.00
019.	N/A	Blowaste Removal	Powerd	\$7.00	\$7.00

1
-
2

Exhibit B

Note No. 1: Horizontal distances shall be calculated using a straight line distance from the loading area to the nearest paved reduction site or landfill.
 Note No. 2: Stump/limb diameter measured 2 feet up from ground line.
 Note No. 3: Flush cutting is defined as level to the ground line.
 Note No. 4: Tree diameter measured 4.5 feet up from ground line.

APPENDIX 3

BID SUBMITTAL FORM

Monitoring Services Bid - Region 8

Company Name: Thompson Consulting Services
 Address: 1136 Thompson Avenue, Suite 2101
Lake Mary, Florida 32746
 Bid Submitted by: Mike Carroll
 (Name of company representative)
 Title: Vice President e-mail address: mcarroll@thompsoncs.com
 Phone: 407-874-0011 Fax: 407-874-7958

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring	\$ 34.00	\$ 34.00
002.	Field Debris Monitoring	\$ 35.00	\$ 35.00
003.	Project Manager	\$ 45.00	\$ 45.00
004.	Clerical Staff	\$ 15.00	\$ 15.00
005.	Clerical Supervisor	\$ 20.00	\$ 20.00

Exhibit C

MEMORANDUM OF UNDERSTANDING BETWEEN THE JEFFERSON COUNTY COMMISSION AND THE CITY OF MOUNTAIN BROOK REGARDING DEBRIS REMOVAL AND MONITORING SERVICES

WHEREAS, Alabama law authorizes counties and municipalities to enter into agreements to provide services to each other under mutually-agreed to terms and conditions, and

WHEREAS, following recent natural disasters in Alabama, all counties have entered into regional pre-event debris removal and monitoring services contracts to have available for each county in the event of a disaster within one or more counties necessitating the need for debris removal, and

WHEREAS, the invitation to bid for these regional pre-event contracts included a provision to require the successful bidder to provide services within the jurisdictional limits of a municipality within an activating county if the county and the municipality had entered into a memorandum of understanding allowing the activating county to assume responsibility for debris removal and/or monitoring services on municipal property within the jurisdictional limits of the municipality; and

WHEREAS, these regional county contracts provide that services may be performed within the jurisdictional limits of a municipality within an activating county at the direction of the county if, prior to the disaster warranting the need for debris removal and/or monitoring services, the county and the municipality have entered into a written memorandum of understanding for the removal of disaster-related debris from municipal property on behalf of the municipality; and

WHEREAS, Jefferson County is a party to the Region 6 county contracts for debris removal and monitoring services, which contracts provide for debris removal and monitoring services to be provided to the county upon activation under procedures set out in such contracts; and

WHEREAS, the city of Mountain Brook is not properly equipped to effectively perform debris removal operations in the event of a disaster within its jurisdictional limits, and as such, the county and municipality find it to be in their mutual best interests and to the benefit of the citizens they represent to enter into this memorandum of understanding to allow the county to have debris removal services performed on the municipal property within the jurisdictional limits of the municipality pursuant to the county regional contract for debris removal services and, if necessary, to have such debris removal monitored pursuant to the county regional contract for monitoring services; and

WHEREAS, both the Jefferson County Commission and the Mountain Brook City Council have adopted resolutions agreeing to enter into this memorandum of understanding between the Jefferson County Commission and the city of Mountain Brook, which resolutions are attached hereto and incorporated by reference; and

WHEREAS, the Jefferson County Commission and the city of Mountain Brook, as evidenced by the above referenced resolutions, also agree to the following terms and conditions:

- 1 -

- 2 -

APPENDIX 3

9. That the county may suspend or terminate the removal of debris and/or monitoring services within the jurisdictional limits of the municipality as it deems appropriate or necessary due to (a) conditions within the county; (b) issues related to the regional county contracts for debris removal and/or monitoring; (c) lack of cooperation from municipal officials and/or employees; or (f) other reasons as warranted in the discretion of the county.

10. That by entering into this memorandum of understanding, the county assumes no liability for damages to any property of the municipality or any citizens of the municipality resulting from the debris removal or monitoring services conducted by the debris removal or monitoring services contractor. Additionally, the undersigned municipality shall indemnify and hold harmless Jefferson County, its officials, employees, and agents for any damage of any type whatsoever to the municipality's property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the municipality's property, and hereby releases, discharges and waives any and all claims, either legal or equitable, which the undersigned municipality has, or ever might or may have, by reason of any action of the county and its county officials, employees or debris removal or monitoring services contractors and any action they have taken to accomplish the aforementioned purpose.

11. The municipality shall reimburse the Jefferson County Commission for any and all expenses incurred by the county for the removal of debris within the jurisdictional limits of the municipality and/or for monitoring services related to the debris removal pursuant to the reimbursement schedule presented to the municipality by the county at the time the municipality submits its request for services as provided in this memorandum of understanding;

12. That the municipality's failure to timely reimburse the county pursuant to the reimbursement schedule presented to the municipality by the county shall be deemed a breach of this memorandum of understanding which shall result in termination of this agreement and any other remedies available to the county under the law.

13. That in the event the county receives reimbursement for any or all of its costs related to debris removal and/or monitoring services performed within the municipality's jurisdictional limits from any government or other source or sources, the county shall pay the municipality its pro rata share of such reimbursement within thirty days of receipt by the county provided the municipality has paid in full its portion of the cost of debris removal and/or monitoring services pursuant to the requirements set out in paragraph 11 above. However, if at any time after the county has been reimbursed from any source and has reimbursed the municipality in accordance with this paragraph, it is determined that the debris removal and/or monitoring services were not performed in accordance with such source or sources' debris removal and/or monitoring services laws, rules, regulations or guidance, the municipality shall promptly reimburse the County within 15 days the amount of the reduction of the county's reimbursement from such source related to the debris removal and/or monitoring services performed within the municipality's jurisdictional limits.

- 3 -

- 4 -

- 1. That this memorandum of understanding shall only apply in the event that, following a disaster necessitating debris removal and/or monitoring services, the county has activated the Region 6 contract for debris removal and/or monitoring services pursuant to procedures set out in said contract.
2. That in the event the municipality desires that the county have debris removal and/or monitoring services performed on municipal property within its municipal jurisdictional limits pursuant to this memorandum of understanding, the mayor or other municipal official designated in writing by the Mountain Brook City Council shall send written notice to the county within five calendar days of a disaster necessitating the removal of debris that the municipality desires to have the county perform such services under the terms and conditions set out in the county regional contracts.
3. That, upon receipt of such request, the county determines that it can provide these services within the jurisdictional limits of the municipality pursuant to the county regional debris removal and/or monitoring services contracts.
4. That the debris removal and/or monitoring services provided to the municipality shall be limited to available contract personnel and equipment not required to meet the needs of the county, and that the judgment of the Jefferson County Commission or its designee shall be final as to the personnel and equipment so available and as to the time of providing such services.
5. That the county shall only provide services within the jurisdictional limits of the municipality that are provided for in the regional county debris removal and monitoring services contracts as set out in Exhibit A of the contracts, which are attached hereto and incorporated by reference.
6. That the city of Mountain Brook shall cooperate with county and contract personnel as necessary to ensure proper management and administration of the removal of debris within the jurisdictional limits of the municipality pursuant to the regional county contracts for debris removal and/or monitoring services, which cooperation shall include, but not be limited to, allowing county personnel and their contractors access as necessary to perform debris removal and/or monitoring services as determined necessary and appropriate by county personnel and assisting as necessary to provide documentation required under the county regional joint debris removal and/or monitoring services contracts.
7. That the municipality understands that monitoring of the debris removal may be necessary and agrees to cooperate with all debris removal monitoring services conducted within its jurisdictional limits pursuant to the county regional monitoring services contract or as otherwise provided by the county.
8. That there shall be no debris removal and/or monitoring services performed on private property under this memorandum of understanding and that only services authorized under the regional county contracts as determined by the Jefferson County Commission or its designated county personnel shall be provided.

Executed on this the 14th day of March, 2016.

James A. (Jimmie) Stephens, President of Jefferson County Commission; Lawrence T. Oden, Mayor of City of Mountain Brook.

Exhibit D

REGION 6 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissioners of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Crenshaw, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal contract for Region 6 to DRC Emergency Services LLC as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services LLC, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services LLC agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975 § 41-16-50(b) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and DRC Emergency Services LLC, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 6 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

APPENDIX 3

regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the municipality;

5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6.
6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
7. Contractor agrees to provide each county in Region 6 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
8. Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
9. Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 6 upon receipt of a Notice to Proceed from the activating county;
10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the term of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
15. Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
16. Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180 day time frame for completion of the project whenever providing services to a county in Region 6 pursuant to a Notice to Proceed;
17. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

16. Both parties agree that the activating county may limit the scope or type of debris to be removed by the contractor and that the debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county;
18. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
20. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
21. Both parties agree that the contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or

reasonable evidence that a claim will be filed, or other reasonable cause, or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and inure to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 22nd day of October, 2015.

 J.D. Hess, Chairperson
 Calhoun County Commission

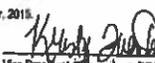

 Vice President of Alabama DRC Emergency
 Kristy Fuentes

Exhibit E

APPENDIX 3

REGION 6 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissioners of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purpose of this bid offering. Counties in Region 6 include Blount, Calhoun, Clay, Catoosa, Jefferson, Randolph, St. Clair, Shelby and Talladega. Pursuant to resolution adopted by each county in Region 6, Calhoun County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 6 counties. Copies of the counties' resolutions are on file at the Association office.

Bids for debris removal monitoring services in Region 6 were opened at the Association office on July 31, 2015 and on August 27, 2015, the Calhoun County Commission awarded the regional debris removal monitoring services contract for Region 6 to Thompson Consulting Services as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Thompson Consulting Services, including the invitation to bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(a) between the Calhoun County Commission, the awarding authority for Region 6 counties, through its chairperson, J.D. Hess, and Thompson Consulting Services, hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 6 under the following terms and conditions:

- Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 6.
- Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement.
- Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein.
- Both parties agree that, under the terms of this agreement, no services shall be provided within the jurisdictional limits of a municipality within the county unless the county and the municipality have previously entered into a written memorandum of understanding that meets FEMA guidelines and

- regulations, whereby the county agrees to assume responsibility for debris removal monitoring services on behalf of the municipality;
- Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 6.
 - Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference.
 - Contractor agrees that once the contract is activated, the Contractor shall provide the services set out in the Bid Specifications to the extent necessary to meet the needs of the county.
 - Contractor agrees to provide each county in Region 6 with proper contract information for delivery of a Notice to Proceed at the time of execution of this contract and when necessary, to provide updated information regarding same throughout the term of this agreement.
 - Contractor agrees to execute a payment and performance bond in the amount of \$1,000,000 at the time of execution of the contract made payable to Calhoun County on behalf of all counties in Region 6, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement.
 - Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the term of this agreement and to notify Calhoun County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid.
 - Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A.
 - Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county.
 - Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A.
 - Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A.
 - Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A.
 - Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no charge in scope of services performed or time frames for completion of the project.
 - Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal,

- state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
- Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
 - Both parties agree that this contract shall be in full force and effect from November 1, 2015 to October 31, 2016.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 6 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 6 or fails to complete a project in any county in Region 6 after work has begun pursuant to a Notice to Proceed issued by said county. Calhoun County and all counties in Region 6 retain all other legal or equitable rights or remedies existing as a result of said default.

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and inure to the benefit of the counties in Region 6 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or any of the counties in Region 6.

The contractor shall save and hold harmless all counties in Region 6, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

Executed on this the 27th day of October, 2015.


J.D. Hess, Chairman
Calhoun County Commission


Vice President, Thompson Consulting Services
Nate Couraud

2016-029

Approval Received for 2014 HMP Update

Good morning all.

There is good news to report! On February 1, 2016, the Jefferson County 2014 Multi-Jurisdictional Hazard Mitigation Plan Update was approved by FEMA. Thanks to all of you for your outstanding work! The plan approval runs through January 31, 2021.

Attached you will find a copy of the FEMA Plan Assessment which outlines plan strengths, opportunities for improvement, and links to additional resources. This is a wonderful tool for us to have, and a starting point for discussions in our Hazard Mitigation Planning Committee (HMPC) meetings and in your jurisdictions. During this five year plan period, we are committed to having scheduled HMPC meetings to discuss hazard mitigation educational opportunities, funding sources, projects and strategies, so please review the comments in the Plan Assessment and write down your questions/comments for future discussion.

Important reminder: in order for a jurisdiction to be eligible for funding under the Hazard Mitigation Assistance Program, you must formally adopt the FEMA-approved Hazard Mitigation Plan by resolution of your governing body, then send a copy of the resolution to me to forward to AFMA and FEMA. To date, I have received a copy of the adoption resolution from the following jurisdictions: Adamsville, Bessemer, Center Point, Gardendale, Graysville, Kimberly, Leeds, Pinson, Pleasant Grove, Sylvan Springs, Tarrant, and West Jefferson. I need all other resolutions as soon as possible. Attached is a copy of a sample resolution to adapt and use, as needed. You may mail or scan and email a copy of your signed and dated resolution to me.

Thank you again for your contribution to this multi-jurisdictional plan, and congratulations on a job well done. I look forward to our work in implementing this plan.

Annette Davis
Emergency Management Officer
Jefferson County Emergency Management Agency
709 19th Street North
Birmingham, AL 35203
205-253-7939
dan@jeccal.org

SECTION 2: PLAN ASSESSMENT

INSTRUCTIONS: The purpose of the Plan Assessment is to offer the local community more comprehensive feedback to the community on the quality and utility of the plan in a narrative format. The audience for the Plan Assessment is not only the plan developer/local community planner, but also elected officials, local departments and agencies, and others involved in implementing the Local Mitigation Plan. The Plan Assessment must be completed by FEMA. The Assessment is an opportunity for FEMA to provide feedback and information to the community on: 1) suggested improvements to the Plan; 2) specific sections in the Plan where the community has gone above and beyond minimum requirements; 3) recommendations for plan implementation; and 4) ongoing partnership(s) and information on other FEMA programs, specifically RiskMAP and Hazard Mitigation Assistance programs. The Plan Assessment is divided into two sections:

- 1. Plan Strengths and Opportunities for Improvement
2. Resources for Implementing Your Approved Plan

Plan Strengths and Opportunities for Improvement is organized according to the plan Elements listed in the Regulation Checklist. Each Element includes a series of italicized bulleted items that are suggested topics for consideration while evaluating plans, but it is not intended to be a comprehensive list. FEMA Mitigation Planners are not required to answer each bulleted item, and should use them as a guide to paraphrase their own written assessment (2-3 sentences) of each Element.

The Plan Assessment must not reiterate the required revisions from the Regulation Checklist or be regulatory in nature, and should be open-ended and to provide the community with suggestions for improvements or recommended revisions. The recommended revisions are suggestions for improvement and are not required to be made for the Plan to meet Federal regulatory requirements. The italicized text should be deleted once FEMA has added comments regarding strengths of the plan and potential improvements for future plan revisions. It is recommended that the Plan Assessment be a short synopsis of the overall strengths and weaknesses of the Plan (no longer than two pages), rather than a complete recap section by section.

Resources for Implementing Your Approved Plan provides a place for FEMA to offer information, data sources and general suggestions on the overall plan implementation and maintenance process. Information on other possible sources of assistance including, but not limited to, existing publications, grant funding or training opportunities, can be provided. States may add state and local resources, if available.

APPENDIX 4

A. Plan Strengths and Opportunities for Improvement

This section provides a discussion of the strengths of the plan document and identifies areas where these could be improved beyond minimum requirements.

Element A: Planning Process

Strengths:

The Hazard Mitigation Planning Committee and the Jefferson County EMA lead the county in a very robust planning process with strong participation from the local jurisdictions. The EMA staff worked closely with the municipalities to provide training and education in hazard mitigation concepts and has committed to continue this process in semi-annual meetings. The EMA staff also made good use of existing meetings, such as Mayors' Breakfasts, Boy Scout Council meetings, safety/emergency preparedness training events and even EOC activations to engage local officials, first responders, Red Cross volunteers, and other stakeholders interested in community safety. A mitigation presentation was made at a USGS flood gauge meeting, connecting this important work with local mitigation needs. The Planning Committee worked with surrounding counties by attending the Shelby County HMPC early in the process and holding a review meeting for all of the surrounding county EMAs near the end of the process.

Many jurisdictions documented the formation of Hazard Mitigation Sub-Committees or held community planning meetings with a good cross-section of city departments represented. The county planning process was well documented, and a number of individual jurisdictions, such as Birmingham, Kimberly, Morris and Warfor, documented their internal planning process. This documentation not only informs the public about the overall approach to the plan's development, but also serves as a permanent record of who was involved and how decisions were made. This will assist future planning staff and elected officials in understanding and continuing the plan update process. In hazard mitigation, the actual process of planning is as important as the plan itself, and that active participation in this plan update by the local officials, staff, and stakeholders who will be implementing mitigation actions is extremely valuable in developing a mitigation strategy that is realistic and effective.

Considerable effort was made to encourage citizen participation through survey distribution and presentations to VOAD groups, neighborhood groups, senior groups, real estate associations, the Center Point Chamber of Commerce, and a number of town hall meetings. Birmingham documented All Hazards Week events, and Adamsville held a Severe Weather Preparedness event attended by 110 people. Birmingham also engaged the Village Creek Hurcan and Environmental Justice Society as a stakeholder that integrates flood mitigation planning with recreation and community service. A number of jurisdictions used innovative ways to notify the public. Morris worked with a local church and pharmacy to advertise the town meeting on their electronic build board. Vestavia Hills publicized the survey by emailing subscribers of their emergency alert service and reported good results. Trussville was able to get a newspaper article publicizing their survey and community event on the front page of the Trussville Tribune. Sign-in sheets document that Fairfield, Gardendale, Graysville, Kimberly, and Morris were particularly successful in encouraging citizen attendance at their meetings. Public outreach is

valuable both to educate and build public support for mitigation efforts and to gather information about problem areas and issues of concern.

Additional information can be found in the "Local Mitigation Plan Review Guide" Element A: Planning Process, dated October 1, 2011, Pages 14-17. Also see the Local Mitigation Plan Handbook dated March 2011, Items 1, 2, and 3.

Element B: Hazard Identification and Risk Assessment

Strengths:

Hazard Analysis - The main plan identifies chronic flood-prone areas, and a number of jurisdictions discussed specific flood issues in their community in Appendix B. For example, Pinson noted that 6 businesses remained in their floodplain after mitigation buy outs, and Birmingham's comprehensive plan discusses the number of parcels in the floodplain that are privately owned with residential or commercial development. Birmingham also includes a map of the Village Creek floodplain. This type of information is valuable for demonstrating the need for continuing mitigation efforts.

Sinkhole Analysis - Sinkholes are relatively uncommon hazard and the plan did a good job using maps and illustrations to explain how Jefferson County's geology and history of mining have created a sinkhole hazard. A number of individual jurisdictions also indicated their concern with sinkholes from mine subsidence and karst bedrock.

Hazard and Vulnerability Summaries - The tables on pages 5-74 through 5-83 provide a good summary by hazard using non-technical terminology. In addition, a number of communities, such as Graysville, Homewood, Leeds and Pinson, utilized the Community Capabilities Assessment to develop a good summary of their issues, vulnerabilities and needs. This type of local evaluation is a good example of an "overall summary of each jurisdiction's vulnerability" as discussed on page 20 of the Local Mitigation Plan Review Guide. The Local Mitigation Plan Review Guide states that an overall summary can be "a list of key issues or problem statements that clearly describes the community's greatest vulnerabilities and that will be addressed in the mitigation strategy". These jurisdictional summaries are an effective way to link the hazard and vulnerability assessment to the mitigation strategy, and should be encouraged for all jurisdictions. The information should then be used to refine and verify the risk assessment (including the community impact tables), as well as help guide the development of mitigation measures in each jurisdiction's Community Action Program.

Opportunities for Improvement:

Content of plan - In light of the robust participation by government officials and staff, stakeholders, and citizens, the planning committee may wish to refine the plan's format to be more user friendly for people wishing to read on implement the plan. The hazard descriptions and the hazard profiles can be combined, if desired, to streamline the hazard analysis section; and lengthy data tables can be placed in an appendix with only notable pest events described in the main section. Electronic copies of the plan should be saved as PDFs rather than scanned to allow the plan to be searched for desired information. (The planning committee may also wish to submit the next update to FEMA as a saved and searchable PDF to speed up the next review process.) In addition, the plan can also be improved by inserting the hazard maps at a higher resolution for better readability. Due to its large scale, the county-wide floodplain map is very difficult to read or use in determining where the flood hazard is at a community

2016-030

AGREEMENT TO ABATE NUISANCE CONDITIONS AT 2324 CAHABA ROAD

BEARDEN SERVICES, LLC (hereinafter referred to as the "Contractor") hereby enters into this Agreement to Remediate Nuisance Conditions at 2324 Cahaba Road (the "Agreement") with the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation ("City") effective as of the date last executed by a party below (the "Effective Date").

WHEREAS, in Case No. 01 CV 2015-901808.00 filed by the City in the Circuit Court of Jefferson County against William D. Rowe and Mary D. Rowe (collectively, the "Rowes"), that Court entered an Order on or about December 28, 2015 (the "Order") declaring the residential structure (the "House") on the property owned by the Rowes at 2324 Cahaba Road in the City of Mountain Brook Alabama (the "Property") an unlawful public nuisance;

WHEREAS, to abate the nuisance condition concerning the House, the Court directed in its Order that the House be demolished and the following associated actions be taken:

- (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the Property;
- (b) remove from, discard or otherwise dispose of any items of personal property that remain in the House;
- (c) demolish the House in its entirety;
- (d) following the demolition of the House, remove all demolition debris from the Property and properly dispose of that debris;
- (e) following the demolition of the House, grade and restore the surface of the Property as required compliance with all state, county or local regulations; and
- (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "House Demolition Operations").

WHEREAS, in the Order, the Court also has determined that the condition of the grounds on the Property (the "Grounds") constitute an unlawful public nuisance, and ordered that the following remedial actions be taken to abate that nuisance:

- (a) cut and remove from the Property any overgrown shrubbery, bushes, trees and other vegetation thereon;
- (b) cut any grass or weeds on the Property to a height of not greater than 10 inches and remove any resulting clippings;

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- b. that it will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- c. that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Work, including without limitation, a business license issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of its work;
- d. that it has inspected the House and Property, and, based on that inspection and its expertise, that it has determined that they are reasonably suitable for Contractor to complete the Work;
- e. that the Contractor shall be responsible for removal and proper disposal of any demolition debris and natural debris resulting from the Operations; and
- f. that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of the Contractor is authorized to execute this Agreement.

6. Insurance/Safety/Indemnification/Security Payment.

a. **Insurance.** For the duration of this Agreement and for limits not less than stated below, the Contractor, at its sole expense, shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to City:

- i. **Comprehensive General Liability:** Coverage for combined single limit and aggregate for bodily injury and property damage with limits of not less than Three Hundred Thousand Dollars (\$ 300,000);
- ii. **Automobile Liability:** Automobile Liability covering owned and rented vehicles operated by the Contractor with policy limits of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit and aggregate for bodily injury and property damage; and
- iii. **Workers' Compensation** as required by statute.

Before executing this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name the City, and its officials and employees, as additional insureds on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

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APPENDIX 5

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b. **Safety.** Contractor has the exclusive responsibilities for the safety of its workers and personnel during the performance of the Project, and for performing the Work in a safe manner that does not put at risk the safety of any persons or endanger property. In performing the Project the Contractor shall take all reasonable protection to prevent damage, injury or loss to: (i) any persons who may be affected by the Work or conditions at the Work site; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Work Site, or under the care, custody or control of the Contractor or any of its representative; and (iii) other property at the Work site or adjacent thereto. Further, the Contractor has the sole responsibility to identify any condition or hazard at or about the Work site that will prevent it from safely performing the Work.

c. **Indemnification.** Contractor agrees to defend, indemnify, and hold harmless the City and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, liabilities, expenses (including reasonable attorney's fees) or claims for damages by any third parties (including any employee, subcontractor or representative of the Contractor, hereinafter a "Contractor Representative") that arise out of, relate to or are caused by any negligent act, omission or conduct by Contractor or any Contractor Representative in performing or failure to perform its (or their) responsibilities under this Agreement; provided that nothing herein shall obligate the Contractor to indemnify any of the Indemnitees for any claims resulting from the sole negligence or from the willful misconduct of the Indemnitees.

d. **Limitation of Liability.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description or amount arising from the City's breach of its obligations hereunder.

e. **Security Payment.** Contractor agrees to furnish the City a cash payment of \$1,000 that the City will hold as security for the faithful performance of the Contractor's obligations under this Agreement (the "Security Payment"). If in the exercise of the City's sole discretion, the City determines that the Contractor has failed to perform its obligations hereunder, the City may retain the Security Payment as damages for that breach; provided that the retainage of the Security Payment is not the City's sole remedy and does not limit or restrict the City's right to recover other damages or pursue other legal or equitable remedies available to it upon any such breach. If the Contractor faithfully performs its obligations hereunder, the City agrees to return the principal amount of the Security Payment to the Contractor within ten (10) days after it successfully completes the Work and submits an invoice to the City requesting payment of compensation for that Work. The City is not obligated to place or hold the Security Payment in an interest-bearing account, or pay the Contractor any interest on the principal amount of that Payment on its return.

7. **Work Representative.** Each party appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Work and administration of this Agreement (the "Project Representative"). The City's Work Representative is Glen Merchant, City Building Official, 56 Church Street, Mountain Brook, AL, 35213 merchenge@mountainbrook.org, 205-812-3812. The Contractor's Work Representative is Brad Bearden, 3931 Bearden Drive, Vestavia Hills, AL 35243, bradbearden@gmail.com, 205-533-5268. Any notice required hereunder shall be sufficiently given when sent to a Project

4

Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

8. Miscellaneous Provisions.

a. This Agreement sets forth the entire understanding between the parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between the parties prior to acceptance and signing of this Agreement are deemed to have merged herein. This Agreement may not be modified or amended except in a writing that is signed by all parties.

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

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

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

e. This Agreement is made only for the benefit of the City and Contractor. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

f. The Contractor is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Contractor. Further, the City retains no control or authority with respect to its means and methods in which the Contractor (or any of its employees or representatives) performs the Work.

g. **Immigration Law Compliance.** The Contractor represents and warrants that it does not knowingly employ, hire for employment, or continue to employ within the State of Alabama an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this contract, the Contractor shall participate in the E-Verify program as required under the terms of the Act. The Contractor also agrees to comply with all applicable provisions of the Act with respect to its contractors in the State of Alabama by entering into an agreement with or by obtaining an affidavit from such contractors providing work for Contractor indicating that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The Contractor also represents and warrants that it shall not hire, retain or contract with any contractor in the

5

State of Alabama that it knows is not in compliance with the Act. By signing this Agreement, the Contractor also affirms that, for the duration of the contract, it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. If the Contractor violates these provisions of this contract, it shall be deemed in breach and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement on behalf of their respective organizations.

BEARDEN SERVICES, LLC

CITY OF MOUNTAIN BROOK, ALABAMA

By: [Signature]

By: [Signature]

Its: [Signature]

Its: Mayor

Date: 3-11-16

Date: March 14, 2016

EXHIBIT A - CONTRACTOR PROPOSAL.

See attached.

APPENDIX 5

6

7

Bearden Services, LLC
3931 Bearden Drive
Venturia, AL 35243
bradbearden@gmail.com



ESTIMATE

ADDRESS
Glenn Merchant

ESTIMATE # 1006
DATE 01/29/2016

ACTIVITY	QTY	RATE	AMOUNT
Rowe Residence: 2324 Cahaba Road Proposal			
Demolition	1	12,000.00	12,000.00
Demolition of house and haul-off of debris			
Services	1	1,300.00	1,300.00
Clear underbrush and stabilize site			
TOTAL			\$13,300.00

Accepted By

Accepted Date



AlaFile E-Notice

01-CV-2015-001808.00
Judge: MICHAEL G GRAFFED

To: STINE STEVEN THOMAS
sstne@bishopcolvin.com

NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF MOUNTAIN BROOK, ALABAMA V. WILLIAM D. ROWE ET AL
01-CV-2015-001808.00

A court action was entered in the above case on 12/29/2015 11:54:49 AM

ORDER
[Filer:]

Disposition: GRANTED
Judge: MGG
Notice Date: 12/29/2015 11:54:49 AM

ANNE-MARIE ADAMS
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
JEFFERSON COUNTY, ALABAMA
718 N. RICHARD AFRINGTON BLVD.
BIRMINGHAM, AL 35203

205-325-5355
anne-marie.adams@alacourt.gov

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
CIVIL DIVISION / BIRMINGHAM

FILED ELECTRONICALLY FILED
12/29/2015 11:34 AM
01-CV-2015-901808-00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
ANNE-MARIE ADAMS, CLERK

CITY OF MOUNTAIN BROOK, ALABAMA,)
)
 PLAINTIFF,)
)
 v.) CV 15-901808-MGG
)
 WILLIAM D. ROWE; and,)
 MARY D. ROWE,)
)
 DEFENDANTS.)

**ENTRY OF DEFAULT and
DEFAULT JUDGMENT AGAINST DEFENDANTS
GRANTING RELIEF TO ABATE PUBLIC NUISANCES**

On May 5, 2015, PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA ("PLAINTIFF" or "CITY") filed its COMPLAINT FOR INJUNCTIVE RELIEF seeking judicial order to abate a public nuisance within its boundaries. Pending at this time are the APPLICATION FOR ENTRY OF DEFAULT AGAINST BOTH DEFENDANTS [Doc. 10] (hereinafter "APPLICATION") and the MOTION FOR ENTRY OF DEFAULT JUDGMENT [Doc. 13] ("MOTION"). Having considered the COMPLAINT, APPLICATION, MOTION, applicable legal authorities, and all other matters of record, the Court DETERMINES PLAINTIFF is ENTITLED to the relief it seeks.

I. UNDISPUTED FACTS

The Court FINDS the following are UNDISPUTED:

1. PLAINTIFF seeks a declaration that the condition of an unoccupied, wooden frame residential structure (the "HOUSE") and grounds (the "GROUNDS") located on real PROPERTY at 2324 Cahaba Road South in the CITY OF MOUNTAIN BROOK, Jefferson County, Alabama (the "PROPERTY") constitutes a public nuisance.
2. The PROPERTY is owned by the DEFENDANTS, WILLIAM D. ROWE and MARY D. ROWE (hereinafter collectively referred to as "DEFENDANTS").
3. As is contemplated in ALA. CODE § 6-5-122 (1975)¹, this Court has jurisdiction to consider the COMPLAINT, and the authority to order the abatement of public nuisances.²

¹ Hereinafter, all references to statutes are to the ALA. CODE (1975).
² § 6-5-122 (1975) provides that "[a]ll municipalities in the State of Alabama may commence an action in the name of the CITY to abate or enjoin any public nuisance injurious to the health, morals, comfort or welfare of the

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE
CV 15-901808-MGG**

4. Before filing this action, PLAINTIFF communicated with DEFENDANTS and requested they abate the nuisance conditions regarding the HOUSE by demolishing that structure and property maintaining the GROUNDS.
5. On or about May 15, 2015, the SUMMONS and COMPLAINT were duly served on DEFENDANTS by certified mail at 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213 (hereinafter "DEFENDANTS' Thornhill Road Address"). Counsel for PLAINTIFF also has certified he subsequently mailed notice of the APPLICATION and the MOTION to DEFENDANTS' Thornhill Road Address.

II. ENTRY OF DEFAULT and DEFAULT JUDGMENT

Despite the COMPLAINT having been duly served on the DEFENDANTS at the DEFENDANTS' Thornhill Road Address and counsel for the PLAINTIFF having certified that the subsequent APPLICATION and MOTION having been mailed to the same address, the DEFENDANTS have FAILED to appear in this action to plead, answer, or otherwise defend or contest the claims or allegations in the COMPLAINT. Accordingly, ENTRY OF DEFAULT as to each DEFENDANT is hereby NOTED in the record of this action. And, moreover, DEFAULT JUDGMENT is hereby ENTERED in favor of PLAINTIFF CITY OF MOUNTAIN BROOK, ALABAMA and against DEFENDANTS WILLIAM D. ROWE [D001] and MARY D. ROWE [D002].

Accordingly, it is hereby ORDERED, ADJUDGED and DIRECTED as follows:

A. COUNT 1 - ORDER and REMEDIES as to HOUSE

1. The HOUSE on the DEFENDANTS' PROPERTY at 2324 Cahaba Road South is DECLARED an unlawful public nuisance;
2. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may ABATE the public nuisance concerning the HOUSE by taking the following actions:
 - (a) cap, seal or secure any sewer, gas or other utility facilities that formerly have served the PROPERTY;
 - (b) remove from, discard or otherwise dispose of any items of personal PROPERTY that remain in the HOUSE;

community in any portion thereof."

APPENDIX 5

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE
CV 15-901808-MGG**

- (c) demolish the HOUSE in its entirety;
 - (d) following the demolition of the HOUSE, remove all demolition debris from the PROPERTY and properly dispose of that debris;
 - (e) following the demolition of the HOUSE, grade and restore the surface of the PROPERTY as required in compliance with all state, county or local regulations; and
 - (f) comply with all state or local regulations, ordinances, rules and laws regarding the demolition work (items (a)-(f) being collectively referenced as the "HOUSE Demolition Operations").
3. If, for any reason, DEFENDANTS do not perform and complete the above noted HOUSE Demolition Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the HOUSE by performing or completing any or all of those Operations. If the CITY performs any HOUSE Demolition Operations, the CITY may exercise the following rights and take the actions below in connection therewith:
- (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
 - (b) upon completion of any HOUSE Demolition Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused, and;
 - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its HOUSE Demolition Operations expenses, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth in those statutory provisions.

**DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE
CV 15-901808-MGG**

B. COUNT 2 - ORDER and REMEDIES as to GROUNDS

4. The present condition of the GROUNDS on DEFENDANTS' PROPERTY at 2324 Cahaba Road South is DECLARED an unlawful public nuisance.
5. Within thirty (30) days from the date of this DEFAULT JUDGMENT, DEFENDANTS may ABATE the public nuisance concerning the GROUNDS by taking the following actions:
 - (a) cut and remove from the PROPERTY any overgrown shrubbery, bushes, trees and other vegetation thereon;
 - (b) cut any grass or weeds on the PROPERTY to a height of not greater than 10 inches and remove any resulting clippings;
 - (c) cut and remove dangerous trees on the PROPERTY, or any dead, failing or dangerous limbs on existing trees; and,
 - (d) collect and remove any fallen limbs, leaves or vegetative debris from the premises (items (a)-(d) being collectively referenced as the "Remedial GROUNDS Operations").
6. If, for any reason, DEFENDANTS do not perform and complete the above noted Remedial GROUNDS Operations in the period specified by this Court, the CITY, through its own forces or by contract service, may ENTER the PROPERTY and ABATE the nuisance condition concerning the GROUNDS by performing or completing any or all of those Operations. If the CITY performs any Remedial GROUNDS Operations, the CITY may EXERCISE the following rights and take the actions below in connection therewith:
 - (a) track and account its expenses (including any contractor expense and the direct labor costs of its own forces) incurred with respect to those Operations;
 - (b) upon completion of any Remedial GROUNDS Operations, provide a statement of its expenses for those Operations to DEFENDANTS via certified mail to the DEFENDANTS' Thornhill Road Address along with a request that DEFENDANTS reimburse the CITY for those expenses. If this mailing is properly addressed and posted, this notice will be deemed to have been effectively given even if it is returned unopened or delivery is refused, and,
 - (c) if DEFENDANTS fail or refuse within ten (10) days following the date of said certified mail to reimburse the CITY for its Remedial GROUNDS Operations, PLAINTIFF may utilize the procedures set forth in §§ 11-40-33 - 35 to assess PLAINTIFF's expenses of those Operations against the PROPERTY and be reimbursed for those expenses in the manner set forth

DEFAULT JUDGMENT TO ABATE PUBLIC NUISANCE
CV 15-901808-MGG

In those statutory provisions.

III. NOTICE OF DEFAULT JUDGMENT

This DEFAULT JUDGMENT shall forthwith be MAILED to DEFENDANTS by USPS first class mail to the DEFENDANTS' Thornhill Road Address - 2924 Thornhill Road, MOUNTAIN BROOK, Alabama 35213.

Further, within five (5) days following the entry of this DEFAULT JUDGMENT, PLAINTIFF shall enter the PROPERTY and POST a Notice on the entrance of the HOUSE located on the PROPERTY that states in substantial form as follows:

"THE HOUSE AND GROUNDS ON THIS PROPERTY HAVE BEEN DECLARED PUBLIC NUISANCES BY DEFAULT JUDGMENT ENTERED DECEMBER 29, 2015, IN CASE NUMBER CV 15-901808-MGG, CIRCUIT COURT OF JEFFERSON COUNTY, PURSUANT TO THIS DEFAULT JUDGMENT, THE OWNERS OF THIS PROPERTY HAVE BEEN DIRECTED BY THE COURT TO DEMOLISH THE HOUSE AND REMEDIATE THE NUISANCE CONDITIONS ON THE GROUNDS WITHIN 30 DAYS OF THE DATE OF THIS DEFAULT JUDGMENT. IF THE OWNERS DO NOT TAKE THAT ACTION, REPRESENTATIVES OF THE CITY OF MOUNTAIN BROOK MAY ENTER THE PROPERTY, DEMOLISH THE HOUSE AND TAKE OTHER ACTIONS TO ABATE THE NUISANCE CONDITIONS. A FULL AND COMPLETE COPY OF THE ENTIRE DEFAULT JUDGMENT MAY BE OBTAINED AT THE OFFICE OF THE CLERK OF THE JEFFERSON COUNTY CIRCUIT COURT, 716 RICHARD ARRINGTON BOULEVARD NORTH, BIRMINGHAM, AL."

IV. POTENTIAL ADDITIONAL RELIEF and REPORT BY PLAINTIFF

Except as set forth herein, NO other relief is granted to PLAINTIFF at this time. This action is TRANSFERRED to the Court's ADMINISTRATIVE DOCKET for no more than one hundred twenty-five (125) days from the date of this DEFAULT JUDGMENT. Provided however, Counsel for PLAINTIFF is DIRECTED to file a written report with the Court no later than one hundred twenty days (120) from the date of this DEFAULT JUDGMENT advising whether the public nuisance condition on the PROPERTY have been abated. Following that report, the Court will CONSIDER whether any further relief, including the entry of injunctive relief noted in the COMPLAINT or the awarding of court costs should be considered or granted in this case.

Therefore, taxing of costs is HELD until further order.

DONE and ORDERED this date, December 29, 2015.

Michael G. Graffeo
MICHAEL G. GRAFFEO
Circuit Judge

Form W-9 Request for Taxpayer Identification Number and Certification. Includes fields for Name (Bearden Services LLC), Address (220 Oak Forest Drive, Pelham, AL 35124), TIN (301-450-1311), and Signature (M. G. Graffeo) dated 3-11-16.

APPENDIX 5

Form W-9 (Rev. 1-2012)

Page 2

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your first last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part II of the form. Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line. Limited liability company (LLC). If you are a single-member LLC (including an LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the check or other legal document creating the entity. You may enter your business, trade, or DBA name on the "Business name" line. Example: Even though withholding, if you are exempt from backup withholding, you should check the "Exempt from backup withholding" box in the following the business name, sign and date the form. Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9. If you are a nonresident alien or a foreign entity not subject to backup withholding, the requester the appropriate completion Form W-9. Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your EIN. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your EIN. If you are a sole proprietor and you have an EIN, you may enter your SSN or EIN. However, the IRS prefers that you use your SSN. If you are an LLC that is disregarded as an entity separate from its owner, see Limited liability company (LLC) above, and are owned by an individual, enter your SSN or "tax ID" EIN. If you are the owner of a disregarded LLC that is a corporation, partnership, etc., enter the owner's EIN. Note: See the chart on this page for further certification of Name and TIN combinations. How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-4, Application for a Social Security Card, from your local Social Security Administration office. Call Form W-9.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other payments to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Like Form W-9 only if you are a U.S. person (including a resident alien) to give your correct TIN to the person requesting it (the requester) and when applicable to: 1. Certify the TIN you are giving is correct for you and is not being used to transfer, 2. Certify you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If you are a foreign person, use the appropriate Form W-9. See Pub. 515, Withholding of Tax on International Payments and Foreign Liabilities. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to Form W-9.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent under Sections 1, 2, and 3 below indicate otherwise. For a joint account, only the person whose TIN is shown in Part I should sign (when required). Example recipients: See Exempt from Backup Withholding above. Signature requirements. Complete the certification as indicated in 1 through 5 below. 1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must sign your correct TIN, but you do not have to sign the certification. 2. Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification of backup withholding, and you are subject to backup withholding and you are merely providing your correct TIN to the requester. You must cross out item 2 in the certification before signing the form. 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification. 4. Other payments. You must sign your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for repairs, medical, dental, health care services (including payments to commercial, payments to a contractor for services, payments to certain farming, boat, auto, and other equipment, and gross proceeds paid to attorneys (including payments to corporations). 5. Backup withholding. You must sign your correct TIN, but you do not have to sign the certification. You must sign your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account, Use name and EIN or TIN. 1. Individual. The individual. The individual name and TIN. Do not include the account number. 2. Corporation, estate of a decedent, or trust. The corporation, estate, or trust. Do not include the account number. 3. Sole proprietor. The owner. 4. Partnership. The partnership. Do not include the account number. 5. Limited liability company (LLC). The owner. Do not include the account number. 6. Trust. The trust. Do not include the account number. 7. Beneficiary of a qualified plan or IRA. The beneficiary. Do not include the account number. 8. Beneficiary of a 529 plan. The beneficiary. Do not include the account number. 9. Beneficiary of a 528 plan. The beneficiary. Do not include the account number. 10. Beneficiary of a 528A plan. The beneficiary. Do not include the account number. 11. Beneficiary of a 528B plan. The beneficiary. Do not include the account number. 12. Beneficiary of a 528C plan. The beneficiary. Do not include the account number. 13. Beneficiary of a 528D plan. The beneficiary. Do not include the account number. 14. Beneficiary of a 528E plan. The beneficiary. Do not include the account number. 15. Beneficiary of a 528F plan. The beneficiary. Do not include the account number. 16. Beneficiary of a 528G plan. The beneficiary. Do not include the account number. 17. Beneficiary of a 528H plan. The beneficiary. Do not include the account number. 18. Beneficiary of a 528I plan. The beneficiary. Do not include the account number. 19. Beneficiary of a 528J plan. The beneficiary. Do not include the account number. 20. Beneficiary of a 528K plan. The beneficiary. Do not include the account number. 21. Beneficiary of a 528L plan. The beneficiary. Do not include the account number. 22. Beneficiary of a 528M plan. The beneficiary. Do not include the account number. 23. Beneficiary of a 528N plan. The beneficiary. Do not include the account number. 24. Beneficiary of a 528O plan. The beneficiary. Do not include the account number. 25. Beneficiary of a 528P plan. The beneficiary. Do not include the account number. 26. Beneficiary of a 528Q plan. The beneficiary. Do not include the account number. 27. Beneficiary of a 528R plan. The beneficiary. Do not include the account number. 28. Beneficiary of a 528S plan. The beneficiary. Do not include the account number. 29. Beneficiary of a 528T plan. The beneficiary. Do not include the account number. 30. Beneficiary of a 528U plan. The beneficiary. Do not include the account number. 31. Beneficiary of a 528V plan. The beneficiary. Do not include the account number. 32. Beneficiary of a 528W plan. The beneficiary. Do not include the account number. 33. Beneficiary of a 528X plan. The beneficiary. Do not include the account number. 34. Beneficiary of a 528Y plan. The beneficiary. Do not include the account number. 35. Beneficiary of a 528Z plan. The beneficiary. Do not include the account number.



CITY OF MOUNTAIN BROOK

Revenue Department
PO Box 130009, 66 Church St
Mountain Brook, AL 35213-3700
(205) 902-2400 Fax (205) 970-3690

Date: 11 Mar 2016
Customer: 20650
Bearden Services LLC
220 Oak Forest Drive
Pelham, AL 35124

01-Feb-2016 A/E BOND CASH BONDS \$1,000.00

Cash Bond For 2900 Country Club Circle - Move to 3420 Slaters
Paid Date: 01-Feb-2016
Check Number: 0
Check Amount: \$1,000.00
Paid: \$1,000.00

Received By: LaTonya West Revenue Department

Total Paid: \$1,000.00
Total Received: \$1,000.00

We thank you for your patronage

1 HB375
 2 175154-1
 3 By Representatives Lee, Henry, Alsworth, Nordgren, Harper,
 4 Weaver, Ledbetter, Wharton (R), Pettus, Wood, Geer, Moore
 5 (B), Shiver, Polinos, Sells, Beckman, Fincher, Wingo, Holmes
 6 (H) and Williams (J)
 7 RFD: State Government
 8 First Read: 08-MAR-16

1 175154-1a:03/03/2016:RBN/th LB32016-097
 2
 3
 4
 5
 6
 7
 8 SYNOPSIS: Existing law provides that a governing body
 9 of a municipality may adopt rules and regulations
 10 to ascertain, assess, collect, and administer sales
 11 and use taxes.
 12 This bill would prohibit a governing body of
 13 a municipality from entering into a contract with a
 14 private auditing or collecting firm.
 15
 16 A BILL
 17 TO BE ENTITLED
 18 AN ACT
 19
 20 To amend Section 11-51-204 of the Code of Alabama
 21 1975, relating to the adoption of rules and regulations
 22 relating to sales and use taxes by the governing body of a
 23 municipality; to prohibit a governing body of a municipality
 24 from entering into a contract with a private auditing or
 25 collecting firm.
 26 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

1 Section 1. Section 11-51-204 of the Code of Alabama
 2 1975, is amended to read as follows:
 3 "§11-51-204.
 4 "(a) The governing body of a municipality making or
 5 enforcing a levy or assessment of taxes under the provisions
 6 of this article shall from time to time adopt by ordinance
 7 such rules and regulations for making returns and for
 8 ascertainment, assessment, collection, and administration of
 9 any taxes levied under the provisions of this article as it
 10 may deem necessary to enforce its provisions and, upon
 11 request, shall furnish any taxpayer with a copy of those rules
 12 and regulations.
 13 "(b) Except as provided in this article, any
 14 interpretations, rules, and regulations adopted or utilized by
 15 the governing body shall not be inconsistent with any rules
 16 and regulations which may be issued or promulgated by the
 17 Department of Revenue from time to time pursuant to the
 18 Alabama Administrative Procedures Act, for the corresponding
 19 state tax.
 20 "~~(c) The governing body of a municipality may not~~
 21 ~~enter into a contract with a private auditing or collecting~~
 22 ~~firm, as defined by Section 40-2A-3."~~
 23 Section 2. This act shall become effective on the
 24 first day of the third month following its passage and
 25 approval by the Governor, or its otherwise becoming law.

2016-031

1 SB335
 2 175154-1
 3 By Senator Sanford
 4 RFD: County and Municipal Government
 5 First Read: 08-MAR-16

1 175154-1a:03/03/2016:RBN/th LB32016-097
 2
 3
 4
 5
 6
 7
 8 SYNOPSIS: Existing law provides that a governing body
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 10 to ascertain, assess, collect, and administer sales
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 12 This bill would prohibit a governing body of
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 17 Department of Revenue from time to time pursuant to the
 18 Alabama Administrative Procedures Act, for the corresponding
 19 state tax.
 20 "~~(c) The governing body of a municipality may not~~
 21 ~~enter into a contract with a private auditing or collecting~~
 22 ~~firm, as defined by Section 40-2A-3."~~
 23 Section 2. This act shall become effective on the
 24 first day of the third month following its passage and
 25 approval by the Governor, or its otherwise becoming law.

2016-032

AGREEMENT FOR CONSULTING SERVICES
BETWEEN
THE CITY OF MOUNTAIN BROOK, ALABAMA
AND
WALTER SCHOELL ENGINEERING COMPANY, INC.
FOR
ASSESSMENT OF FLOODING ALONG FURNACE BRANCH

Mountain Brook, Alabama
 February 18, 2016

This AGREEMENT, entered into by and between The City of Mountain Brook, Alabama, hereinafter referred to as the Client, and Walter Schoell Engineering Company, Inc., hereinafter referred to as the Consultant, is for Consulting Services associated with assessing the flooding along Furnace Branch within the City of Mountain Brook, Alabama.

SCOPE OF WORK

I. FLOOD ASSESSMENT

The Consultant would conduct a preliminary assessment of the reported flooding along Furnace Branch within the City, specifically in the area of Appomattox Lane and Stone River Road. As part of this scope, the Consultant will conduct a site visit to review the stream and floodplains area and note any identifiable observations. In addition, the Consultant will review models and associated data from available studies such as the Upper Shalala Creek All Hazards Study and the Flood Insurance Study for the assessment. Information obtained from the site visit, model analysis, and historical storm data will be compiled in a brief report along with recommended course of action. Upon completion, the Consultant would meet with the City to review the assessment and recommendations. The detailed scope is as follows:

- Conduct a site visit to identify potential obstructions or causes of flooding
- Review in-house models and data
- Research historical storms that resulted in flood damage
- Prepare brief report that summarizes assessment and recommendations

Not to Exceed \$ 5,800

NOT IN SCOPE OF WORK

1. Design of flood mitigation measures
2. Field surveying
3. Detailed hydrologic/hydraulic modeling

PAYMENT TERMS

The Consultant will bill the Client monthly based on work completed during the previous month. Work completed will be based on time and materials at the below schedule of unit rates. Payments are due thirty (30) days following receipt

of invoices. The Client's obligation to pay for services is in no way dependent upon the Client's ability to obtain financing, obtain approval from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon successful completion of the project provided that Consultant will not commence performance of the Work or provide any services until Client advises Consultant in writing that approval of this agreement has been obtained from the City's governing body or other appropriate City official. Should Consultant incur attorney's fees for collection of unaccounted payments due for its Work, the amount owed to Consultant shall include any said reasonable fees. In addition, Consultant reserves the right to suspend services under this Agreement until such time as payment is made in full for any unaccounted amount due for services rendered has been received.

SCHEDULE OF UNIT RATES

Senior Principal	\$ 250.00 per hour
Principal	\$ 175.00 per hour
Chief Land Surveyor	\$ 175.00 per hour
Senior Project Manager	\$ 140.00 per hour
Project Manager 2	\$ 130.00 per hour
Project Manager 1	\$ 120.00 per hour
Senior Professional	\$ 120.00 per hour
Project Professional	\$ 110.00 per hour
Staff Professional	\$ 95.00 per hour
Senior Designer / Survey Draftsman / Specialist	\$ 95.00 per hour
Designer / Survey Draftsman / Specialist 2	\$ 85.00 per hour
Designer / Survey Draftsman / Specialist 1	\$ 75.00 per hour
Field Survey Party	\$ 145.00 per hour
Laser Scanning Field Crew	\$ 200.00 per hour
Laser Scanning Specialist	\$ 125.00 per hour
Admin Support/Intern	\$ 60.00 per hour
Courier	\$ 25.00 per delivery
Transportation	\$ 0.50 per mile
Materials (Stakes and Hubs)	\$ 0.25 each
(Flagging)	\$ 2.50 per roll
(Iron Pins and Caps)	\$ 5.00 each
(Spray Paint)	\$ 5.00 per can

Printing and other reimbursable expenses will be charged at cost, and are not included in the fees described above. Sub-consultant invoices will be billed to the client at a rate of 110% of the sub-consultant invoice. Overtime rates may apply for work required during non-standard work hours.

GENERAL TERMS AND CONDITIONS

1) Services performed under this Agreement will be conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing under similar conditions. Plans, specifications, and submittals will be prepared in accordance with the written standards of the governing authorities having jurisdiction. Any extraordinary requirements for approvals will be considered additional services. No other warranty, expressed or implied, is made. Nothing in this agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

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- 2) The Client hereby agrees that to the fullest extent permitted by law the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement, from any cause or causes including but not limited to the Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty shall not exceed the greater of the total amount paid by the Client for the services of the Consultant under this contract or \$50,000.00, whichever is greater. The Consultant's liability shall expire one (1) year from the completion date of the provision of services for each phase of the work.
- 3) The figures given above and in the body of this Agreement are based on the Scope of Work as described herein. If the above outlined Scope of Services is changed, or if there are other services that may be requested by the Client, those additional services will also be performed at the above unit rates, or a revised fee will be negotiated to the satisfaction of both the Client and Consultant at that time. The Consultant reserves the right to adjust those unit rates for inflation costs on a one-year interval from the date of this proposal.
- 4) All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this agreement (other than as a result of Client's failure to pay amounts due hereunder) will be submitted to mediation before, and as a condition precedent to, other remedies provided by law. Mediation shall be held in the county where the project is located, and if the parties cannot agree on a mediator then one shall be appointed by the American Arbitration Association (AAA). Parties agree to split cost of mediation 50-50.
- 5) Services not expressly set forth in writing as basic or additional services and listed in the proposal to this Agreement are excluded from the scope of the Consultant's services, and the Consultant assumes no duty to the Client to perform such services.
- 6) Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in Client's files. The Consultant may rely on the information provided by the Client without verification. The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedule.
- 7) Consultant shall secure and maintain insurance as required by law or regulatory requirements which will protect him from claims under the workers compensation acts and from claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this Agreement. Certificates of such coverage will be provided to Client upon request.
- 8) All reports, plans, documents, or other materials resulting from the Consultant's efforts shall remain the property of the Consultant and are intended solely for the purpose of this Agreement. Any reuse by Client for purposes outside of this Agreement or any failure to follow Consultant's recommendations without Consultant's written permission shall be at the user's sole risk.
- 9) This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this Agreement is terminated, it is agreed that Consultant shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.
- 10) Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control of either party.
- 11) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

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12) The Consultant shall not be responsible for construction site safety or construction procedures, nor will the Consultant be responsible for the quality of the work performed by the contractor or other consultants.

13) Consultant may, at Client's request and for Client's convenience, provide documents in electronic format. Data, words, graphical representations, and drawings that are stored on electronic media or which are transmitted electronically may be subject to uncontrollable alteration. The printed, signed and sealed hard copy is the actual professional instrument of service. In the event of a discrepancy between the electronic document and the hardcopy document, the hardcopy document will prevail.

PROPOSAL ACCEPTANCE

SUBMITTED:

Consultant: Walter Schoell Engineering Company, Inc.
 Signature: Walter Schoell
 Name: Walter Schoell
 Title: President
 Date: February 18, 2016

ACCEPTED:

Client: The City of Mountain Brook, Alabama
 Signature: Sam S. Gartin
 Name: SAM S. GARTIN
 Title: CITY MANAGER
 Date: 3-15-16

Please print or type the following information for the individual, firm or corporation responsible for payment.

Company: _____
 Client or Client's authorized representative: _____
 Street Address: _____
 City, State, Zip: _____
 Phone Number: _____ Fax Number: _____
 Email Address: _____
 Client's Project Number: _____ Client's Purchase Order Number: _____

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND WALTER SCHOEL ENGINEERING, INC. DATED MARCH 14, 2016

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Walter Schoel Engineering, Inc. ("the Contractor") dated March 14, 2016.

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 remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend 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 (this) 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; Alternate Dispute Resolution. The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit 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 (e.g., attorney's 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 file 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 imposing or assigning liability therefor.

- 4. Late 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 at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested 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 indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, 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, nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that 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 privity therewith or acting 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 terms of the agreement, and void.
6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted 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 in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon 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 for 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 execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

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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 affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment 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 undocumented aliens 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, job site or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon 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, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

DATED this 14th day of March, 2016.

Walter Schoel Engineering, Inc.

City of Mountain Brook, Alabama

By: _____ Its: _____

By: [Signature] Its: City Manager

Paving List 2016

Memory Court - All
 Mountain Avenue - All
 Elm Street - North of Euclid Avenue
 Main Street - North of Euclid
 Cherry Street - North of Euclid
 Peachtree Road - All
 Peachtree Circle - All
 Ross Drive - All
 Forest Avenue - All
 Fairmont Drive - All
 Lorena Lane - All
 Braddock Avenue - All
 Heritage Circle - All
 Azalea Road - All
 Montgomery Drive - All in city
 Bentley Drive - All
 Camelia Drive - All
 Sims Avenue - Between Camelia and Beech
 Nash Circle - All
 Beech Street All in city
 Beech Court - All
 Beech Circle - All in city
 Beech Lane - All in city
 Fox Hall - All
 Green Briar Circle - All
 Haygood Street - All in city
 Sims Avenue - Hagood to Montevallo
 Eastis Road - All
 Green Briar Lane - Euclid to Montevallo
 Norman Drive - All
 Winthrop Avenue - All
 Alden Lane - All
 Clarendon Road - All
 Montevallo Road - From Montcrest to Green Briar
 Old Leeds Road - From Forest Glen to 4100 Old Leeds (Cherokee Rd.)
 Vine Street - From West Jackson Blvd. to Dexter Avenue

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2016-033

2016-034



Electrical Contractors, Inc.

March 9, 2016

City of Mt. Brook
I.T. Department
36 Church Street
P.O. Box 130009
Mountain Brook, Alabama 35243

Attention: Steve Chaff
Regarding: Fire Station #2
3735 Locksley Dr.
Underground Fiber Optic Duct

Stone and Sons Electrical Contractors is pleased to offer you an estimate for the following scope of work.

I furnish labor, material and equipment for the installation of an underground duct for fiber optic cable to include the following:

- I furnish and install a 2" underground duct for fiber optic cable.
- Install a 2" metallic raceway on exterior wall for protection.
- Metallic conduit to be installed into attic space changing to PVC to complete runway to Telephone Rackboard.
- Underground duct to be installed via directional boring between AT&T pedestal and center of fire station, behind the air conditioning condenser.
- Install pull cord for installation of fiber optic cable by select.
- Install dedicated grounding electrode and grounding conductor to Telephone Rackboard.
- Install grounding terminal bar on Telephone Rackboard.
- Provide temporary barrier for protection of shanty run off to right of way near pedestal.
- Permit and inspection from the City of Mt. Brook inspection services.

The estimate for the work is \$8,503.00
This estimate is valid for 30 days.

Exclusions:

- Utility line locates other than those provided by Alabama One CALL, to be performed by others.
- Repair and/or replacement of any structural elements damaged during construction.
- Rock drilling and excavation.
- Erosion control other than as mentioned above.
- Landscape repairs.
- Irrigation piping or controls repair.
- Utility company charges.
- Etree or maintenance by others.

Certificates of Insurance, Certificate of Workman's Comp and C-Verify are available upon request.
Please do not hesitate to call if you have any questions or require more information.

Best regards,

Dwight Sutherland

Dwight Sutherland
Service Manager
DSUTHERLAND@STONEANDSONS.COM

2016-034

2530 Queenstown Road • Birmingham, AL 35210 • Office: (205) 833-8494 • Fax: (205) 833-9398



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CITY OF MOUNTAIN BROOK

P.O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.833.2400
www.mtbrook.org

To: Sam Gaston, City Manager
From: Steven Boone
Subject: Installation of fiber at Fire Station 2 (Locksley)
Date: March 9, 2016

As you recall, the Council authorized the renewal/upgrade of AT&T telecommunication, ethernet (WAN), and internet services on January 11, 2016 (Resolution No. 2016-007). These services require that all incoming facilities to municipal buildings be fiber-based as opposed to copper. The only location that has not already been upgraded to fiber is Station 2 at Locksley Drive.

Attached is a proposal in the amount of \$8,503 from Stone & Sons Electrical Contractors to install the fiber facilities (by way of boring) from the utility pole into the building along with interior conduit, raceway, and ground terminal. The City has considered both boring and trenching. While there are some potential unknowns with boring that could adversely affect the price quote attached, the trenching option is not much less as it requires a longer run (to avoid the roots of a large tree) combined with the restoration of a stone pathway and landscaping.

If we elect not to upgrade the copper facilities to fiber, Station 2 will be cut-off from the City's WAN, telephone and internet services. We need to proceed with the fiber upgrade to proceed with the telecommunication, ethernet, and internet installation and transition.

2016-035

Sec. 129-295. - Temporary uses.

- (a) **Yard sales.** A resident of the city may conduct sales commonly known as yard sales, garage sales or estate sales (hereinafter collectively referred to as "yard sales") at the resident's dwelling or at the dwelling of another resident of the city, under the conditions specified herein below. All such sales shall be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupations).
 - (1) Not more than one yard sale shall be held at any dwelling during any calendar year.
 - (2) No person may participate in, including having his property sold at, more than one yard sale in the city during any calendar year, regardless of whether such additional sale is held at his dwelling or at the dwelling of another person.
 - (3) An agent may be hired to assist in the conduct of, or to conduct, such sale if all property for sale is displayed or located within the dwelling or within an accessory structure of the dwelling or in a portion of the dwelling's yard which is not visible from any street which is adjacent to the parcel on which the dwelling is located.
 - (4) Yard sales shall be limited to two days in duration, which days must be consecutive, however, a yard sale may last for up to four consecutive days if all property for sale is displayed or located within the dwelling or within an accessory structure of the dwelling or in a portion of the dwelling's yard which is not visible from any street which is adjacent to the parcel on which the dwelling is located.
 - (5) A permit shall be required for each yard sale, regardless of the number of people who participate in a sale, for which a fee to help defray the cost of issuing the permit will be charged in accordance with article XXVII of this chapter. Although only one permit will be required for each sale, each person who participates in the yard sale must be named as an applicant for the permit. Application for such permit must be filed with the city clerk prior to the first day of the proposed yard sale.
 - (6) One sign, not to exceed six square feet in area, may be posted in the yard of the dwelling in which the yard sale is conducted. The sign may be in the yard for a period not to exceed four consecutive days, including the day or days of the sale itself, and must be removed within 24 hours after the conclusion of the sale.
- (b) **Trunk sales.** Trunk sales, defined for the purposes of this chapter to mean the sale of new clothes, clothing accessories and other consumer goods by means of the purchaser ordering such items or goods from samples and/or catalogs available for inspection at a dwelling during the trunk sale, may be conducted at the dwelling of a resident of the city under the conditions specified herein below, and all such sales shall also be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupations).
 - (1) In addition to the monitoring and enforcement procedures made applicable in this section, the conditions for use of dwelling for a home occupation set forth in article XXIII of this chapter (home occupations) shall also be applicable to the use of dwellings for trunk sales.
 - (2) No more than four trunk sales shall be conducted at any one dwelling during any one calendar year.
 - (3) Not more than two people who are not residents of the dwelling at which a trunk sale is conducted may conduct or assist with a trunk sale, provided that (1) Any such people must be employees, agents or representatives of the company which produces the goods to be sold at the trunk sale, and (2) An adult resident of the dwelling at which the trunk sale is being held is present at the trunk sale when it is held.
 - (4) There shall be no goods in the dwelling that are available for sale.
 - (5) Trunk sales shall be limited to a maximum of five days in duration, which days must be consecutive.

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- (6) However, a single permit may be issued for all trunk sales to be held at a dwelling during any calendar year, provided that either the dates of all such sales are included in the application for the permit, or written notice of the place, date and time of each sale, along with a copy of the permit previously issued for that calendar year, are delivered to the zoning officer at least seven days before each such sale is to be held.
 - (7) The permit fee must be paid for each permit applied for, but only the application for the first permit must be accompanied by an application for a business license, provided, that thereafter the business license is kept in effect. The drawings, plans or other requirements of article XXIII of this chapter made applicable to trunk sales by this section need be filed only with the application for the first permit unless a different portion of the dwelling is to be used for a subsequent trunk sale.
- (c) **Open Houses, Home Tours and Special Events.** Open houses, home tours and other special events ("Special Events") wherein a residential premise or part thereof is made open to the public for a fee, donation or other remuneration or otherwise for commercial or charitable purposes may be conducted in the residential districts of the city under the conditions specified herein below. Such uses shall also be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupation).
- (1) No more than two such Special Event(s) shall be conducted at any one residential premises during any one calendar year.
 - (2) Such Special Event shall be limited to a maximum of 5 days in duration which days must be within a fourteen day period beginning with the first day of the event.
 - (3) No goods shall be sold at the Special Event other than furniture, furnishings or other items used to furnish the home or premises.
 - (4) A permit shall be required for each Special Event for which a fee to help defray the cost of issuing the permit will be charged in accordance with article XXVII of this chapter. Application for such permit, in the form and with all information requested by the city, must be submitted to the city clerk at least thirty (30) days prior to the date upon which the Special Event is scheduled to begin.
 - (5) If, after review of the application, the City Manager determines that the parking or the public rights of way are insufficient to anticipated traffic volume for the Special Event, the City Manager may require the use of remote parking areas and shuttle buses or valet services, the engagement of law enforcement officers by the applicant to assist with vehicular traffic or other measures designed to reduce the impact on surrounding properties and the public rights of way in the area.
 - (6) For the purposes of this section, an open house or home tour conducted for the sole purpose of marketing or sale of the residential premises themselves and for which a fee, donation or other remuneration is not collected shall be permitted and shall not be subject to the conditions in this subsection.
- (d) **Temporary structures and related items.** Any structures or items associated with construction taking place on a parcel or with other activities of a temporary nature, including, but not limited to, portable toilets, shall be placed so as to be in conformity with the minimum setback requirements applicable to the principal building on such parcel.

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(e) **Signs re: sale or rental of property.** A sign advertising the sale or rental of a parcel may be placed in the front yard of any parcel; provided, that such sign may not exceed six square feet in area.

(Ord. No. 1224, 2-26-96; Ord. No. 1770, 7(19-18-5), 5-12-2008)

2016-036



5536 DERBY DRIVE
BIRMINGHAM, AL 35210
Tel: 205.936.7527
Fax: 205.936.7527
blackjackhorticulture.com

A LANDSCAPE BUDGET FOR
City of Mountain Brook
English Village alterations

revised 2/24/16

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Nuttall Oak	1	4" cal	\$ 857.42	\$ 857.42
Planting incl. backfill, and mulch	1		\$ 649.20	\$ 649.20
Remove brick pavers & install sodder course bed edge Based upon a 4"x8" size planting bed			\$ 1,950.00	\$ 1,950.00

All line locators will be called to mark all utilities. Pricing assumes that original work was installed per the plans provided by architect with a 5" gravel base under the pavers, on top of normal subgrade material, and no utilities in the location of the bed. Any subsurface obstacles may incur additional costs to remedy.

Total Project \$ 3,456.62

TERMS AND CONDITIONS.

- BLACKJACK HORTICULTURE AGREES TO FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT FOR THE ABOVE MENTIONED WORK.
- BLACKJACK HORTICULTURE IS LICENSED AND INSURED TO PERFORM THE ABOVE MENTIONED WORK.
- BLACKJACK HORTICULTURE WARRANTS ITS WORKMANSHIP FOR A PERIOD OF ONE YEAR AGAINST ANY DEFECTIVE OR DEFICIENT WORKMANSHIP OR MATERIALS (WHATEVER THE CAUSE) IN MATERIALS. WORK IS WARRANTED FOR A PERIOD OF 90 DAYS AFTER INSTALLATION.
- BLACKJACK HORTICULTURE'S LIABILITY IS LIMITED TO MATERIAL DAMAGE DUE TO WATERING PRACTICES, INSECTS, DISEASE, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR ANY DAMAGE RESULTING FROM WATERING OR OTHER RECOMMENDATIONS IMPOSED BY PUBLIC WORKS AGENCIES OR OTHER CIVIL AUTHORITIES. BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT PLANTS THAT HAVE BEEN TRANSPLANTED, UNROOTED, OR OTHERS IN COSTUME OR FROM OTHER ORIGINAL SOURCES. ANY PLANTS NOT WARRANTED BY AN AUTOMATIC OBLIGATION SYSTEM IS EXCLUDED FROM ANY AND ALL WARRANTIES.
- BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR ANY UNUSUAL OBSTACLES OR OBSTRUCTIONS (SUCH AS BURIED UTILITIES) THAT MAY PREVENT PLANTS FROM GROWING WORK, OR ANY OTHER PART OF THE CONTRACT FROM BEING COMPLETED AS ORIGINALLY INTENDED.
- BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR ANY DAMAGE TO ANY PROPERTY OR PERSONS CAUSED BY THE OWNER'S NEGLIGENCE OR NEGLIGENCE OF ANY OTHER PARTY BEYOND THE CONTROL OF BLACKJACK HORTICULTURE. BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR DAMAGE CAUSED TO ANY PROPERTY OR PERSONS THAT CLEARLY OCCURRED OR MARKED.
- THE AMOUNT OF WORK IS A DESCRIPTION OF THE WORK TO BE PERFORMED. ANY ITEM NOT SPECIFICALLY DETAILED ABOVE SHOWN BY ASSUMED TO NOT BE INCLUDED UNLESS OTHERWISE STATED. IF ANY PLANT TYPES ARE NOT AVAILABLE AT THE INSTALLATION, A VAILABLE SUBSTITUTE WILL BE SUBMITTED TO THE OWNER. IF SPECIFIC TYPES OF MATERIALS ARE NOT AVAILABLE AT THE TIME OF INSTALLATION, THE NEXT MOST SIMILAR ITEM WILL BE USED (SEE SPECIFICATIONS) OR A COMPARABLE ITEM TO THE ORDERED OR A COMPARABLE ITEM IS NOT AVAILABLE, A VAILABLE SUBSTITUTE WILL BE SUBMITTED TO THE OWNER.
- BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR DESIGN PLANS, ERRORS, OR OMISSIONS IN AND OTHER PERSONS' DESIGN.
- BLACKJACK HORTICULTURE IS NOT RESPONSIBLE FOR PLANT MATERIAL THAT DOES NOT SURVIVE DUE TO IMPROPER PLANT SELECTION OR PLACEMENT SPECIFIED BY OTHERS.
- PRICES GIVEN ONLY IF ACCEPTED WITHIN 30 DAYS.

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TO FINAL INVOICE WILL BE THE ACTUAL QUANTITIES INSTALLED UNLESS OTHERWISE SPECIFIED. IF MATERIAL HAS BEEN PURCHASED PRIOR TO ANY CHANGES, CUSTOMER IS OBLIGATED TO PAY FOR ANY LEFT ASSOCIATED WITH THE MATERIAL. ANY AMOUNTS PAID PRIOR TO THE INVOICE WILL BE CREDITED TO THE BALANCE. IF MATERIAL HAS BEEN INSTALLED PRIOR TO CHANGES, CUSTOMER IS OBLIGATED TO PAY FOR THE MATERIAL INSTALLED AT ITS ORIGINAL PURCHASE PRICE, PLUS ANY COSTS INCURRED IN REMOVING THE MATERIAL.

IF CUSTOMER AGREES TO PAY BLACKJACK HORTICULTURE A DEPOSIT IN THE AMOUNT OF 25% OF THE TOTAL DOLLAR AMOUNT LISTED ABOVE PRIOR TO COMMENCEMENT OF WORK, AND CUSTOMER AGREES TO PAY THE REMAINING BALANCE UPON FINAL COMPLETION OF WORK, ANY PROJECT WITH A DELAYATION LONGER THAN ONE MONTH MAY BE SUBJECT TO PROGRESS BILLING AT THE END OF EACH MONTH BASED UPON COMPLETED WORK TO DATE.

IF ALL PAYMENTS ARE MADE WITHIN THE TERMS SET FORTH ON INVOICE, ANY PAST DUE PAYMENTS ARE SUBJECT TO LATE FEES AS DETAILED ON INVOICE.

BLACKJACK HORTICULTURE RESERVES THE RIGHT TO ENGAGE THE SERVICES OF AN ATTORNEY FOR OUTSIDE COLLECTION AGENCY IN ORDER TO ENFORCE THE TERMS OF THIS AGREEMENT UNLESS CUSTOMER AGREES TO PAY THE REMAINING BALANCE UPON COMPLETION OF WORK. ANY PROJECT WITH A DELAYATION LONGER THAN ONE MONTH MAY BE SUBJECT TO PROGRESS BILLING AT THE END OF EACH MONTH BASED UPON COMPLETED WORK TO DATE.

BY SIGNING BELOW THE CUSTOMER REPRESENTS THAT THEY ARE THE RESPONSIBLE PARTY FOR THIS AGREEMENT AND ITS OBLIGATIONS AND ARE LEGALLY ABLE AND AUTHORIZED TO ENTER INTO THIS AGREEMENT. THE OWNER OR ON BEHALF OF THE OWNER, CUSTOMER IS HEREBY ADVISED WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE SIGNATURE OF WORK TO BE PERFORMED DESCRIBED ABOVE AND AGREES THAT ANY LITIGATION OUTSIDE THE SCOPE OF WORK IS WHOLLY IN WRITING AND WILL BE PERFORMED AT AN ADDITIONAL CHARGE THAT INCLUDES ALL ATTORNEY FEES AND COSTS.

SUBMITTED BY:
BRYAN WARD
BLACKJACK HORTICULTURE, INC.

Kenneth J. Gable
CUSTOMER SIGNATURE
DATE: 3/14/2016

APPENDIX 11

Sam Gaston

From: Bryan Ward
Sent: Wednesday, February 24, 2016 4:09 PM
To: Sam Gaston; Sally Legg
Cc: 'Castro, Don'
Subject: RE: Tree

Attachments: EST-INST-City MB English Village street tree rev2-24-16.pdf

EST-INST-City MB
English Village

Sam and Sally,
Attached is the revised pricing for the tree in English Village. It has been reduced a considerable amount from the budget. We are still making some assumptions, as noted on the proposal, that we are not going to encounter any significant subsurface obstacles. We will have utilities marked first, but you never know for sure that they've marked everything. Once utilities have been marked, we would want to mark the location of the bed for your final approval before we proceed. Please let me know if you have any questions. If you approve, I will need to secure the tree quickly because there is a shortage on Oaks in these areas this year. We also don't want to wait too far into spring to plant it, so we'll try to get it worked into the schedule as soon as possible. Thank you,

Bryan Ward
Blackjack Horticulture, Inc.
5536 Derby Drive | Birmingham, AL 35210 Main 205.936.7523 | Direct 205.936.7526 | Fax 205.936.7527 www.blackjackhorticulture.com

-----Original Message-----
From: Sally Legg (mailto:sallyalegg@gmail.com)
Sent: Wednesday, February 24, 2016 1:33 PM
To: Bryan Ward <bward@blackjackhorticulture.com>
Subject: Tree

Bryan,
The tree selected for English village is a Nuttall Oak / Quercus Nuttallii.
Keep me informed about how things proceed.
Many thanks,
Sally

