

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING DISCUSSION
JUNE 13, 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 13th day of June, 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
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

1. AGENDA

1. Bridge assessment study—Blair Perry of Gresham, Smith and Partners (Appendix 1)
 - The Caldwell Mill Road bridge over Little Shades Creek is in very bad condition and should be replaced within the next five years
 - The Old Brook Trail bridge over Little Shades Creek is in very bad condition and should be replaced within the next five years
 - The Canterbury Road bridge over Watkins Creek should undergo major rehabilitation within the next 5–7 years
 - Other bridge replacements in their order of priority are included in the consultants' report
 - Structures should be monitored and inspected frequently for evidence of additional deterioration
 - The consultants prepared a bridge capital improvement plan
 - The bridges are eligible for federal awards administered by the Federal Highway Administration (FHWA)
 - There is not sufficient money budgeted in the Metropolitan Planning Organization's (MPO) projects through 2019. However, sufficient monies may be available to initiate the preliminary engineering phases of these projects [for the worst bridges]
 - If the City pursues federal funding for the preliminary engineering, the projects must commence within ten years or the federal monies must be repaid
 - Once the City utilizes federal money for the preliminary engineering the City must either pursue federal funds for the improvements as designed, use local money to fund the improvements as designed, or repay that portion of the preliminary design fees paid with federal funds
 - Council President Pro Tempore Pritchard suggested that a committee be convened to study the information after Mr. Boone has analyzed the cost and suggested staging of the improvements before deciding whether to proceed with approaching the MPO to seek federal assistance with the preliminary engineering phase of the project(s)
 - The committee assigned includes: Finance Director Steven Boone, Council member Shelton, City Manager Sam Gaston, and Public Works Superintendent Ronnie Vaughn

2. Design proposal for the roundabout project in Mountain Brook Village—Andre Bittas, engineer with the City of Birmingham (“Birmingham”) and Alicia Bailey of Sain Associates (Appendix 2)

Mr. Bittas:

- The project dates back to 2013
- Several models were considered before deciding the roundabout proposal was the best solution
- Questions remain about the total project cost
- The project budget was established based on the preliminary estimates. Any significant deviations will require additional approvals.
- Considerations that can significantly impact the estimated \$3.5 million cost of the project include: environmental impacts and right-of-way acquisitions
- Birmingham is most concerned with the final total cost and how much it may deviate from the current estimate
- Birmingham and the Zoo are concerned about how much of the zoo property will have to be converted to right-of-way to accommodate this project
- It is in the best interest of all parties to get a better handle on the unknowns in order to minimize our risk of cost overruns

Ms. Bailey:

- After meeting today, the proposal before the Council tonight will be revised to better define and stage the various phases of the project
- The overall scope of the project should not change
- The cost estimate will also be revised
- Once amended, the proposal will be sent to ALDOT for their review and approval
- Once ALDOT approves the proposal, then the proposal will be formalized in a contract
- Then we can proceed with the roundabout project

Mr. Stine:

- The cost sharing agreement as written states that Birmingham will share equally the local match
- However, the ordinance Birmingham passed limits its obligation to what Birmingham has budgeted
- If the total project cost exceeds the current estimate then re-approval by Birmingham may be necessary

3. Review of the matters to be considered at the formal [7 p.m.] meeting.

- 2016-078: Council member Carl expressed concern over the dispute resolution process described in the cost sharing agreement and asked that this matter be excluded from the consent agenda

4. Executive session

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

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

Nays: None

Council President Smith declared that the motion carried by a vote of 4—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.

2. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct synopsis of the discussion from the meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on June 13, 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.

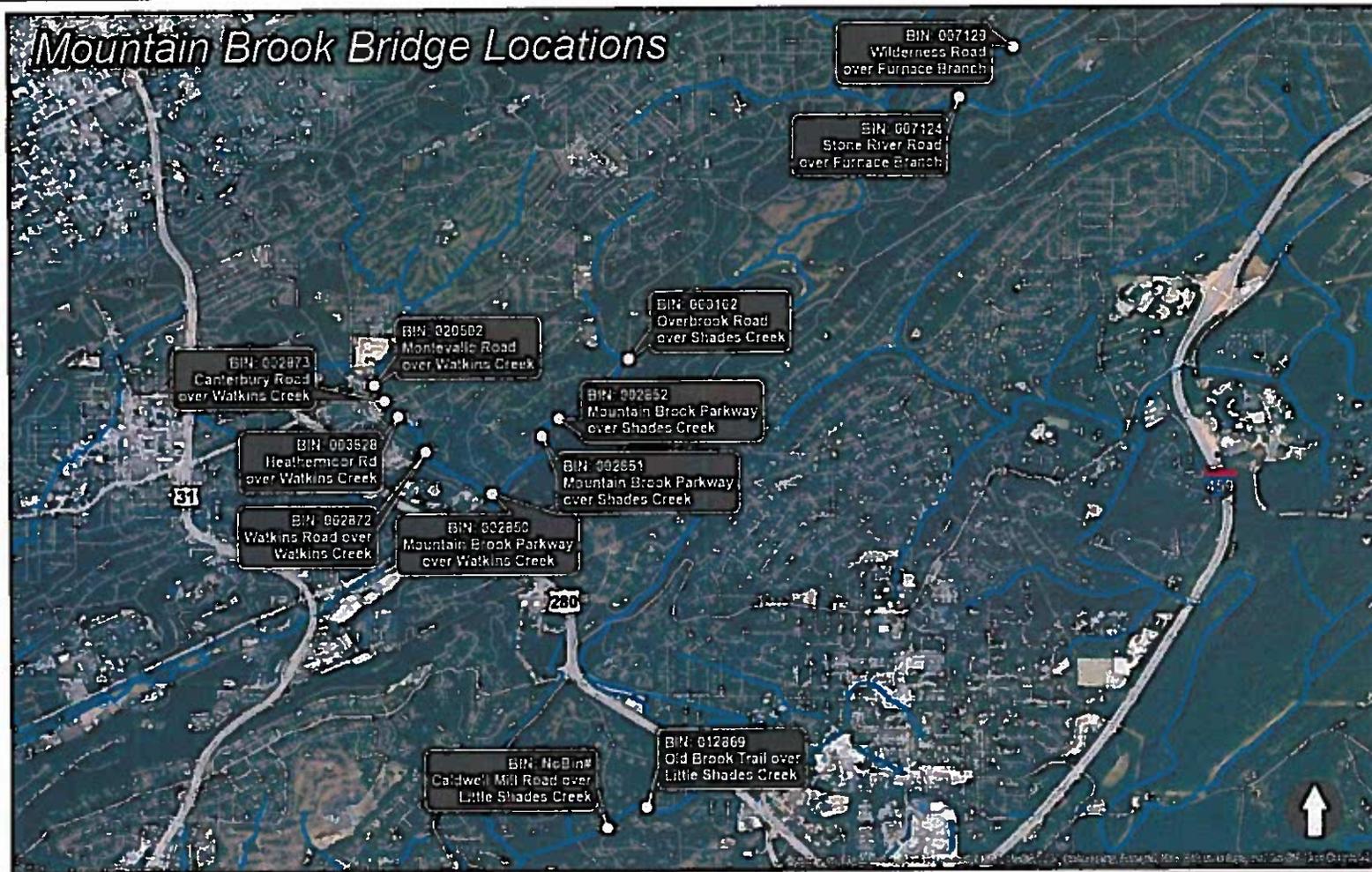


City Clerk



City of Mountain Brook
Bridge Assessment

LOCATION MAP OF BRIDGES



Minute Book 88

City of Mountain Brook
Bridge Assessment



TABLE OF EXISTING BRIDGE CONDITION

The table below gives a general overview of the condition of the City's bridges based on its element condition ratings, structural evaluation and sufficiency ratings. Bridges that are currently posted are also identified.

Existing Bridge Condition Summary										
BIN	Location	Year Built	Age	ADT	Substruct. Rating	Superstruct. Rating	Deck Condition Rating	Structural Evaluation	Sufficiency Rating	Load Posted
000102	Overbrook Road over Shades Creek	1915	101	2730	6	6	6	6	77.7	No
002850	Mountain Brook Parkway over Watkins Creek	1945	71	9025	5	5	5	5	64.9	No
002851	Mountain Brook Parkway over Shades Creek	1945	71	8115	5	5	5	5	57.7	No
002852	Mountain Brook Parkway over Shades Creek	1945	71	8115	5	5	5	5	64.8	No
002872	Watkins Road over Watkins Creek	1945	71	1008	6	5	5	5	64.3	No
002873	Canterbury Road over Watkins Creek	1945	71	2015	4	4	5	4	29.4	Yes - 20 tons
003828	Heathermoor Rd over Watkins Creek	1950	66	1160	5	6	6	5	84.9	No
007124	Stone River Road over Furnace Branch	1960	56	1460	6	6	6	6	90.3	No
007129	Wilderness Road over Furnace Branch	1960	56	2010	6	6	5	5	70	Yes - 32 tons for tri-axle and concrete
012869	Old Brook Trail over Little Shades Creek	1983	33	118	6	5	5	2	25.9	Yes - 7 Tons
020502	Montevallo Road over Watkins Creek	2011	5	2510	8	8	8	9	77.7	No
No Bin	Caldwell Mill Road over Little Shades Creek				6					Yes - 4 Tons

APPENDIX 1

City of Mountain Brook
Bridge Assessment



BRIDGE REPLACEMENT AND REHABILITATION RECOMMENDATIONS

There are many factors that play into how a bridge replacement/rehabilitation program should be implemented. Below are some general recommendations the City may want to consider as it plans out their infrastructure needs.

1. The Caldwell Mill Road bridge over Little Shades Creek Bridge (No Bin #) is in very bad condition and should be replaced as within next 5 years. The bridge is load posted for only 4 tons gross, which will not allow any of the City's fire trucks, Fire Department EMS transport units, school buses, garbage trucks, delivery trucks or other heavy vehicles to cross this bridge. To put this in perspective, the gross vehicle weight ratio (GVWR or maximum operating weight) of some large SUVs (Chevy Suburban, Ford Expedition) is about 3.75 tons, which is approaching the load posting for this bridge. The structure has a timber deck with asphalt for the riding surface with an unknown construction year. The structure has deteriorated to the point that major rehab is not recommended and will not be the best use of City funds. A replacement structure will also allow significant safety improvements to the roadway approaches, hydraulic improvements to the crossing, and remove the load posting on the bridge.
2. The Old Brook Trail bridge over Little Shades Creek Bridge (Bin # 012869) is in very bad condition and should be replaced within next 5 years. The bridge is load posted for:

7 tons	Single rear axle (H) truck
9 tons	Dual rear axle truck
10 tons	Triple rear axle truck
9 tons	Concrete truck
15 tons	5 and 6 axle (total) tractor trailer
10 tons	School bus

The load posting will not allow any of the City's fire trucks, Fire Department EMS transport units, school buses, garbage trucks, or other heavy vehicles to cross this bridge. This bridge also has a very low structural evaluation rating of only 2. The structure has deteriorated to the point that major rehabilitation is not recommended and will not be the best use of City funds. A replacement structure will remove the load posting on the bridge.

3. It is recommended that the Canterbury Road bridge over Watkins Creek (Bin # 002873) undergo major bridge rehabilitation within 5-7 years. The bridge is 70 years old, is load posted for 20 Tons for all trucks with three (3) or more axles, has poor substructure and superstructure condition rating (4 out of 9), and a very low sufficiency rating (29.4 out of 100). The current load posting will not allow the City's Fire Department Ladder Truck or garbage trucks to cross this bridge. The option to replace the bridge was considered, but the disruption and impact to the surrounding business district and residential area may be too great for the City to accept. In the meantime, the structure should be monitored and inspected frequently for evidence of additional deterioration that may warrant more immediate actions.
4. We recommend that the rest of the bridges should be placed on a rehabilitation program based roughly in the order as shown below:
 - Mountain Brook Parkway over Shades Creek – Bin #002851
 - Mountain Brook Parkway over Watkins Creek – Bin #002850
 - Mountain Brook Parkway over Shades Creek – Bin #002852
 - Heathermoor Road over Watkins Creek – Bin #003828



**City of Mountain Brook
Bridge Assessment**

- Wilderness Road over Furnace Branch – Bin #007129**
- Stone River Road over Furnace Branch – Bin #007124**
- Overbrook Road over Shades Creek – Bin #000102**
- Watkins Road over Watkins Creek – Bin #002872**
- Montevallo Road over Watkins Creek – Bin #020502**

5. If the City has funds and desires to replace additional bridges in addition to the Caldwell Mill Road bridge over Little Shades Creek Bridge (No Bin #) and the Old Brook Trail bridge over Little Shades Creek Bridge (Bin # 012869), we recommend the following bridges be removed from the major rehabilitation list and be replaced within 5-10 years:

- Mountain Brook Parkway over Shades Creek – Bin #002851**
- Mountain Brook Parkway over Watkins Creek – Bin #002850**
- Mountain Brook Parkway over Shades Creek – Bin #002852**

In the meantime, the structures should be monitored and inspected frequently for evidence of additional deterioration.

APPENDIX 1

**CITY OF MOUNTAIN BROOK BRIDGES ASSESSMENT
DRAFT BRIDGE CAPITAL IMPROVEMENT PROGRAM**

Revised 6/13/2016

Location/Phase	BIN	Sufficiency Rating	Load Posted	Improvement Needed (Rehab/ Replacement)	Year Needed By	Total Preliminary Project Cost Estimate		Federal or 100% Locally Funded	Estimated City Costs per Fiscal Year ¹						
						Federally Funded ^{2,3}	100% Locally Funded		FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	
						Caldwell Mill Road over Little Shades Creek ⁴				Yes - 4 tons	Replacement	2020	\$1,075,000	\$460,000	Federal
Engineering						\$163,000	\$75,000	Federal	\$52,800						
ROW Acquisition						\$82,000	\$0	Federal		\$16,400					
Utility Relocation						\$15,000	\$13,000	Federal		\$3,000					
Construction & CE&I						\$815,000	\$372,000	Federal			\$163,000				
Old Brook Trail over Little Shades Creek	012869	25.9	Yes - 7 tons	Replacement	2020	\$781,000	\$635,000	Federal							
Engineering						\$144,000	\$97,000	Federal	\$28,800						
ROW Acquisition						\$60,000	\$52,000	Federal		\$42,000					
Utility Relocation						\$0	\$0	Federal							
Construction & CE&I						\$577,000	\$486,000	Federal			\$115,400				
Canterbury Road over Watkins Creek	002873	29.4	Yes - 20 tons	Major Rehab	2020-2022	\$598,000	\$428,000	Federal							
Engineering						\$89,000	\$56,000	Federal			\$17,000				
Construction & CE&I						\$439,000	\$372,000	Federal				\$87,800			
Mountain Brook Parkway over Shades Creek	002850	64.9	No	Major Rehab	2021	\$172,000	\$145,000	Local							
Engineering						\$29,000	\$19,000	Local				\$19,000			
Construction & CE&I						\$143,000	\$126,000	Local					\$126,000		
Mountain Brook Parkway over Shades Creek	002851	57.7	No	Major Rehab	2021	\$180,000	\$147,000	Local							
Engineering						\$30,000	\$19,000	Local				\$19,000			
Construction & CE&I						\$150,000	\$128,000	Local				\$128,000			
Mountain Brook Parkway over Shades Creek	002852	64.8	No	Major Rehab	2021	\$162,000	\$132,000	Local							
Engineering						\$27,000	\$17,000	Local				\$17,000			
Construction & CE&I						\$135,000	\$115,000	Local					\$115,000		
Totals						\$2,968,000	\$1,947,000		\$61,400	\$31,400	\$296,200	\$270,800	\$241,000	\$0	

Footnotes

- Assumes federally funded projects will receive 80% federal funding for all phases of project (Engineering, ROW Acquisition, Utility Relocation, Construction & CE&I)
- Costs for federally funded projects include ALDOT Indirect Cost of 13.63% for project administration
- The costs shown per fiscal year for federally funded projects are the City's 20% local match.
- Cost estimate for federally funded bridge replacement project assumes that ALDOT will require approach realignment to meet current road design standards for 25 mph design speed. Cost estimate for 100% locally funded project assumes that minimal approach work will be done, leaving the sharp curve at the south end of the bridge.

From: Perry, Blair (mailto:blair_perry@gspnet.com)
 Sent: Monday, June 06, 2016 12:19 PM
 To: Ronald Vaughn; Sam Gaston; 'kaz@rmpgb.org'
 Cc: Humphrey, Hal; Tran, Tom
 Subject: APPLE Mountain Brook Bridges Study - Revised Report & Draft Bridge Capital Improvement Plan

Ronnie, Sam and Kaz,

Attached is the revised APPLE Mountain Brook Bridge Study and draft Bridge Capital Improvement Plan spreadsheet. From our last meeting, we revised the cost estimate for the Caldwell Mill Road bridge over Little Shades Creek to include the approach work and right of way acquisition that will likely be required by ALDOT/FHWA to meet a 25 mph design speed for a federally funded project. We also included a cost estimate for this bridge if it were funded with 100% local funds (page 80 of the report), in which case little or no approach work would be done and no right of way would likely be needed.

This above is a good example of a project where the 100% local funded project isn't all that bad compared to the federal aid project. For the federal aid project, the City's cost (20% local match) totals about \$200,000. Going the federal-aid route through ALDOT, this project will likely take 3-5 years to design, move utilities, buy ROW and construct. If this project were funded with 100% local funds, it would cost the City about \$372,000, but it could likely be designed and completed in less than 2 years, and ALDOT would not be involved.

I have on my calendar to attend the City Council work session on Monday, June 13. What do you need me to do at that meeting? Do I need to give a presentation or just be there to answer questions?

Blair

Blair C. Perry, P.E.
 Senior Transportation Engineer

GRESHAM, SMITH AND PARTNERS
 Architecture, Engineering, Interiors, Planning

3505 Grandview Parkway, Suite 300
 Birmingham, AL 35243
 (P) 205.298.9233
 (M) 205.932.5433

**CITY OF MOUNTAIN BROOK
 BRIDGE ASSESSMENT**



PREPARED FOR
THE CITY OF MOUNTAIN BROOK

In Cooperation With The
 Regional Planning Commission of Greater Birmingham's
 Advanced Planning, Programming & Logical Engineering (APPLE) Program



PREPARED BY
GRESHAM, SMITH & PARTNERS

May 2016

APPENDIX 1

TABLE OF CONTENTS

INTRODUCTION	1
STANDARDIZED RATINGS AND EVALUATIONS	2
Element Condition Rating	2
Structural Evaluation	3
Sufficiency Rating	6
LOAD POSTING OF BRIDGES	4
Current State Legal Loads	5
LOCATION MAP OF BRIDGES	8
TABLE OF EXISTING BRIDGE CONDITION	9
BRIDGE REPAIR RECOMMENDATIONS & PRELIMINARY COST ESTIMATES	10
BRIDGE REPLACEMENT PRELIMINARY COST ESTIMATES	12
BRIDGE REHAB AND REPLACEMENT EVALUATION	16
BRIDGE REPLACEMENT AND REHABILITATION RECOMMENDATIONS	17
POTENTIAL FUNDING OPTIONS	19
INDIVIDUAL INSPECTION REPORTS AND RECOMMENDATIONS	21
BIN: 000102 - Overbrook Road over Shades Creek	22
BIN: 002850 - Mountain Brook Parkway over Watkins Creek	27
BIN: 002851 - Mountain Brook Parkway over Shades Creek	32
BIN: 002852 - Mountain Brook Parkway over Shades Creek	37
BIN: 002872 - Watkins Road over Watkins Creek	42
BIN: 002873 - Canterbury Road over Watkins Creek	47
BIN: 003828 - Heathensor Road over Watkins Creek	52
BIN: 007124 - Stone River Road over Furnace Branch	57
BIN: 007129 - Wilderness Road over Furnace Branch	62
BIN: 012869 - Old Brook Trail over Little Shades Creek	67
BIN: 020503 - Montevallo Road over Watkins Creek	72
BIN: No BIN - Caldwell Mill Road over Little Shades Creek	76

City of Mountain Brook
 Bridge Assessment



INTRODUCTION

Gresham, Smith and Partners (GSP) was scoped with inspecting and evaluating twelve (12) existing bridges owned and maintained by the City of Mountain Brook. As part of this work, GSP reviewed previously prepared bridge inspection reports/data, performed our own field inspections, documented deficiencies, identified needed repairs, and developed planning-level rehabilitation costs. In addition, GSP developed alternative bridge replacement planning-level costs for several of the bridges. GSP has prepared this report which summarizes the work performed, makes repair and/or replacement recommendations, and identifies potential funding sources for the proposed projects.



STANDARDIZED RATINGS AND EVALUATIONS

To help generate consistent inspection and reporting of bridges, standardized ratings and evaluations have been established and are used by most State Departments of Transportation, including the Alabama Department of Transportation (ALDOT). These ratings and evaluations are used in this report to give insight into the overall condition of the bridges. The description and explanation of these ratings and evaluations are shown below:

Element Condition Rating

Bridges are assigned an Element Condition Rating to help assess the general structural performance of a bridge component against the originally intended function.

In this report, the physical condition of the deck (riding surface), superstructure (beams or girders), and substructure (supports and foundations) components of a bridge are rated during routine bridge inspections that are performed at least every two years. The Condition Ratings provide an overall characterization of the general condition of the entire component being rated. They are not intended to describe localized or nonuniformly occurring instances of deterioration or disrepair. The correct assignment of a condition rating takes into account both the severity of the deterioration and the extent to which it is widespread throughout the component being rated.

The load-carrying capacity of a bridge is not used in evaluating condition rating items. Even if a bridge was designed less than current legal loads and is load posted, this will not affect its condition rating. The following descriptions are used in this report for substructure, superstructure and deck condition rating of bridges:

Code Description

- N NOT APPLICABLE
- 9 EXCELLENT CONDITION
- 8 VERY GOOD CONDITION - no problems noted.
- 7 GOOD CONDITION - some minor problems.
- 6 SATISFACTORY CONDITION - structural elements show some minor deterioration.
- 5 FAIR CONDITION - all primary structural elements are sound but may have minor section loss, cracking, spalling or scour.
- 4 POOR CONDITION - advanced section loss, deterioration, spalling or scour.
- 3 SERIOUS CONDITION - loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.
- 2 CRITICAL CONDITION - advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.
- 1 "IMMINENT" FAILURE CONDITION - major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put back in light service.
- 0 FAILED CONDITION - out of service - beyond corrective action.



Structural Evaluation

Structural evaluation is an appraisal rating based on the overall condition of the existing bridge and takes into account all major structural deficiencies. The structural appraisal rating is based on the superstructure condition rating, the substructure condition rating, and the bridge inventory rating (Bridge Inventory Rating is the load rating that corresponds to the load which can safely be transmitted to an existing bridge for an indefinite period of time). The structural evaluation rating cannot be higher than the lowest superstructure or substructure condition rating. The rating code is also based on the value obtained from the table below which evaluates the inventory rating (HS equivalent) shown for the various traffic volumes. Because structural evaluation takes into account the inventory rating, it provides a better indication of the capacity of the bridge to carry vehicular loads.

STRUCTURAL EVALUATION RATING CODE

Structural Evaluation Rating Code	Bridge Inventory Rating		
	Average Daily Traffic (ADT)		
	0-500	501-5000	>5000
9	>236* (HS20)**	>236 (HS20)	>236 (HS20)
8	236 (HS20)	236 (HS20)	236 (HS20)
7	231 (HS17)	231 (HS17)	231 (HS17)
6	223 (HS13)	225 (HS14)	227 (HS15)
5	218 (HS10)	220 (HS11)	222 (HS12)
4	212 (HS7)	214 (HS8)	218 (HS10)
3	Inventory rating less than value in rating code of 4 and requiring corrective action.		
2	Inventory rating less than value in rating code of 4 and requiring replacement.		
0	Bridge closed due to structural condition.		

Rating by comparison of ADT (average daily traffic) and Inventory Rating
* Loaded HS rating load (typical)
** HS Designation (Type40)

APPENDIX 1



Sufficiency Rating

The sufficiency rating formula is a method to evaluate highway bridge data by calculating four separate factors to obtain a numeric value which is indicative of bridge sufficiency to remain in service. The result of this method is a percentage in which 100 percent would represent an entirely sufficient bridge and zero percent would represent an entirely insufficient or deficient bridge. The four factors that make up the formula are:

- Structural Adequacy and Safety (S1) = 55% maximum value (e.g., condition of superstructure, substructure, bridge inventory rating)
- Serviceability and Functional obsolescence (S2) = 30% maximum value (e.g., # of lanes, average daily traffic, approach roadway width, deck condition, deck geometry)
- Essential for public use (S3) = 15% maximum value (e.g., detour length, average daily traffic, defense highway designation)
- Reductions (S4) = 13% maximum reduction

The sufficiency rating = S1+S2+S3+S4 and cannot be less than 0% or greater than 200%

Note: The S1 value begins to decrease when the conditioning rating of bridge components drop below 6 or when the bridge's Inventory Rating is less than 38 tons. Many of the bridges investigated in this study have condition ratings from 4 to 6. The sufficiency rating of these bridges will decrease significantly as the condition ratings drop over time.

LOAD POSTING OF BRIDGES

Bridges are rated at two stress levels. One level is the "Inventory Rating" (lower stress rating) and the second is the "Operating Rating" (higher stress rating). The Inventory Rating corresponds to the load which can safely be carried by an existing bridge for an indefinite period of time, while the Operating Rating is the absolute maximum permissible load to which a structure should be subjected.

Bridge Inspection Standards requires the posting of load limits only if the maximum legal load configurations in the State exceed the load permitted under the operating rating.

Although posting a bridge for load-carrying capacity is required only when the maximum legal load exceeds the operating rating, highway agencies may choose to post at a lower level.

The current Alabama legal loads are shown below for various truck configurations.



Current State Legal Loads.

H-Design (2-axle truck)

Gross Vehicle Weight: 40,000 pounds / 20 tons

	Load (pounds)	Distance (feet)
Axle 1	8,000	
Spacing 1-2		14.0
Axle 2	32,000	



Two-Axle

Gross Vehicle Weight: 59,000 pounds / 29.5 tons

	Load (pounds)	Distance (feet)
Axle 1	19,000	
Spacing 1-2		15.0
Axle 2	20,000	
Spacing 2-3		4.0
Axle 3	20,000	



Tri-Axle

Gross Vehicle Weight: 75,000 pounds / 37.5 tons

	Load (pounds)	Distance (feet)
Axle 1	15,000	
Spacing 1-2		11.0
Axle 2	15,000	
Spacing 2-3		4.0
Axle 3	22,500	
Spacing 3-4		4.0
Axle 4	22,500	



City of Mountain Brook
Bridge Assessment



Concrete (3 axle trucks)

Gross Vehicle Weight: 66,000 pounds / 33 tons

	Load (pounds)	Distance (feet)
Axis 1	18,000	
Spacing 1-2		14.0
Axis 2	25,000	
Spacing 2-3		4.0
Axis 3	25,000	



18 Wheeler (331) (5 Axle Truck)

Gross Vehicle Weight: 80,000 pounds / 40 tons

	Load (pounds)	Distance (feet)
Axis 1	10,000	
Spacing 1-2		11.0
Axis 2	17,500	
Spacing 2-3		4.0
Axis 3	17,500	
Spacing 3-4		22.0
Axis 4	17,500	
Spacing 4-5		4.0
Axis 5	17,500	



School Bus (2 Axle Truck)

Gross Vehicle Weight: 25,000 pounds / 12.5 tons

	Load (pounds)	Distance (feet)
Axis 1	8,000	
Spacing 1-2		22.0
Axis 2	17,000	



City of Mountain Brook
Bridge Assessment



6 Axle

Gross Vehicle Weight: 84,000 pounds / 42 tons

	Load (pounds)	Distance (feet)
Axis 1	10,000	
Spacing 1-2		11.0
Axis 2	14,800	
Spacing 2-3		4.0
Axis 3	14,800	
Spacing 3-4		20.0
Axis 4	14,800	
Spacing 4-5		4.0
Axis 5	14,800	
Spacing 5-6		4.0
Axis 6	14,800	



City of Mountain Brook
Bridge Assessment
LOCATION MAP OF BRIDGES

City of Mountain Brook
Bridge Assessment



TABLE OF EXISTING BRIDGE CONDITION

The table below gives a general overview of the condition of the City's bridges based on its element condition ratings, structural evaluation and sufficiency ratings. Bridges that are currently posted are also identified.

Existing Bridge Condition Summary										
BN	Location	Year Built	Age	ADT	Substruc. Rating	Superstruc. Rating	Deck Condition Rating	Structural Production	Sufficiency Rating	Load Posted
002103	Overbrook Road over Shades Creek	1818	101	2790	6	6	6	6	77.7	No
002850	Mountain Brook Parkway over Wetlands Creek	1945	71	9025	5	5	5	5	64.8	No
002851	Mountain Brook Parkway over Shades Creek	1945	71	8115	5	5	5	5	57.7	No
002853	Mountain Brook Parkway over Shades Creek	1945	71	8115	5	5	5	5	64.8	No
002872	Watkins Road over Watkins Creek	1945	71	1008	6	5	5	5	64.3	No
002873	Canterbury Road over Watkins Creek	1945	71	2015	4	4	5	4	29.4	Yes - 20 tons
002825	Headovermoor Rd over Watkins Creek	1950	66	1160	5	5	6	5	84.9	No
007124	Stans River Road over Furnace Branch	1980	36	1460	6	6	6	6	90.3	No
007129	Wilderness Road over Furnace Branch	1980	36	2010	6	6	5	5	70	Yes - 32 tons for tri-axle and concrete
012888	Old Brook Trail over Little Shades Creek	1983	33	118	6	5	5	7	25.9	Yes - 7 Tons
020592	Monticello Road over Wetlands Creek	2011	5	2510	6	6	8	9	77.3	No
No BN	Caldwell Hill Road over Little Shades Creek				6					Yes - 4 Tons



BRIDGE REPAIR RECOMMENDATIONS & PRELIMINARY COST ESTIMATES

Bridge rehabilitation has a short term goal of eliminating the safety hazard on the bridge and a long term goal to extend the bridge's useful life. From our own field inspections, review of existing bridge inspection reports and data, discussions with City of Mountain Brook personnel, and discussions with bridge rehabilitation contractors, we have identified bridge repairs that are needed to extend the useful life of the structures. The intent of these reports is to provide comprehensive rehabilitation so that the life of the bridges can be extended approximately 15 to 20 years. Routine annual maintenance such as removing debris and inspections are still required. For specific repair recommendations and the associated cost, please see the attached individual bridge reports. If funding is limited, selective repairs to these bridges can be implemented to extend the life of these bridges and postpone comprehensive rehabilitation until a later date. The table below gives the preliminary, pre-design total comprehensive rehabilitation costs (includes engineering/design cost) to extend the life of the structures approximately 15 to 20 additional years.



**Mountain Brook Bridge Assessment
Preliminary Bridge Rehabilitation Cost**

BM#	Location	Year Built	Age	Existing Br. Length X Width (ft.)	Total Federally Funded Project Cost			Total Locally Funded Project Cost
					Local Cost	Federal Cost	Total Cost	
000102	Overbrook Road over Shades Creek	1915	101	45 X 13.4	\$18,000	\$76,000	\$95,000	\$79,000
002850	Mountain Brook Parkway over Watkins Creek	1945	71	26 X 34.8	\$34,400	\$137,600	\$172,000	\$145,000
002851	Mountain Brook Parkway over Shades Creek	1945	71	48 X 34.5	\$36,000	\$144,000	\$180,000	\$147,000
002852	Mountain Brook Parkway over Shades Creek	1945	71	52 X 32.8	\$32,400	\$129,600	\$162,000	\$132,000
002872	Watkins Road over Watkins Creek	1945	71	24 X 29.1	\$18,000	\$76,000	\$95,000	\$77,000
002873	Canterbury Road over Watkins Creek	1945	71	23 X 31.4	\$105,200	\$420,800	\$526,000	\$428,000
003828	Heathermoor Rd over Watkins Creek	1950	66	46 X 45.3	\$18,400	\$73,600	\$92,000	\$76,000
007124	Stone River Road over Furnace Branch	1960	56	34 X 34.8	\$32,600	\$130,400	\$163,000	\$133,000
007129	Wilderness Road over Furnace Branch	1960	56	24 X 34.8	\$23,800	\$81,200	\$105,000	\$83,000
012869	Old Brook Trail over Little Shades Creek	1983	33	43 X 23.5	\$5,800	\$23,200	\$29,000*	\$23,000*
020502	Montevallo Road over Watkins Creek	2013	5	33 X 52.0	\$5,200	\$20,800	\$26,000**	\$21,000**
No Bin	Caldwell Mill Road over Little Shades Creek	-	-	16 X 37.3	\$6,800	\$27,200	\$34,000*	\$28,000*

*Minor repairs prior to bridge replacement. Cost is not for comprehensive rehabilitation.
** General bridge maintenance and repairs. Comprehensive rehabilitation not needed.

APPENDIX I



BRIDGE REPLACEMENT PRELIMINARY COST ESTIMATES

As part of the study, GSA&P also developed preliminary, pre-design bridge replacement costs for several of the older bridges and for those that have deteriorated to the point where rehabilitation is not recommended. To develop these costs, GSA&P approximated the size of the proposed replacement bridge based on field reviews, available mapping and the original bridge length. Based on the field reviews, some of the proposed bridge lengths were extended further than the original length to account for potentially insufficient hydraulic openings. Detailed hydraulic studies were not performed for this study. To construct most of the bridges, a road closure with offsite detour will be required. This resulted in a lower overall construction cost. The preliminary bridge replacement costs for two of the short-term recommended replacements (Caldwell Mill Road and Old Brook Trail over Little Shades Creek) also include a preliminary cost estimate of any required right-of-way or easements and utility relocations. All bridge replacements also include an estimate for professional engineering design and construction engineering and inspection (CE&I) services.

We have included preliminary bridge replacement cost estimates for both a federally funded project as well as a 100% locally funded project. For the federally funded alternative, the preliminary cost estimates include the National Environmental Policy Act (NEPA) environmental studies and documentation, which is both required for all federally funded projects, and ALDOT's indirect Cost, which are ALDOT's costs for project administration and plan reviews. The NEPA environmental studies and ALDOT indirect Costs are not required for locally funded projects, and the design and CE&I costs are usually lower for locally funded projects which is why the total project cost is lower for locally funded projects vs. federally funded projects. For a detailed breakdown of the preliminary bridge replacement costs, please see the attached individual bridge inspection reports.



**Mountain Brook Bridge Assessment
Preliminary Bridge Replacement Cost**

BM#	Location	New Br. Length X Width (ft.)	Detour Length (miles)	Total Federally Funded Project Cost			Total Locally Funded Project Cost	
				Local Cost	Federal Cost	Total Cost		
000102	Overbrook Road over Shades Creek	55 X 42	2.4	\$152,400	\$609,600	\$762,000	\$642,000	
002850	Mountain Brook Parkway over Watkins Creek	46 X 35	1.5	\$137,800	\$551,200	\$689,000	\$562,000	
002851	Mountain Brook Parkway over Shades Creek	58 X 35	1.5	\$151,400	\$605,600	\$757,000	\$617,000	
002852	Mountain Brook Parkway over Shades Creek	62 X 34	1.5	\$149,600	\$596,400	\$746,000	\$608,000	
002872	Watkins Road over Watkins Creek	55 X 34	2.0	\$160,600	\$642,400	\$803,000	\$650,000	
002873	Canterbury Road over Watkins Creek	35 X 52	0.8	\$181,800	\$727,200	\$909,000	\$735,000	
003828	Heathermoor Rd over Watkins Creek	48 X 46	0.8	\$176,800	\$707,200	\$884,000	\$715,000	
007124	Stone River Road over Furnace Branch	34 X 36	1.0	\$102,800	\$411,200	\$514,000	\$416,000	
007129	Wilderness Road over Furnace Branch	34 X 36	1.0	\$102,200	\$408,800	\$511,000	\$414,000	
012869	Old Brook Trail over Little Shades Creek	70 X 17	3.1	\$156,200	\$624,800	\$781,000	\$635,000	
020502	Montevallo Road over Watkins Creek	Replacement not recommended						
* No Bin Option 1	Caldwell Mill Road over Little Shades Creek	40 X 40	3.2				\$460,000	
** No Bin Option 2	Caldwell Mill Road over Little Shades Creek	75 X 32	3.2	\$215,000	\$860,000	\$1,075,000	-	

* Option 1 - Locally funded option to replace bridge on same alignment.
** Option 2 - Federally funded option to replace bridge on new alignment that follows Federal design guidelines.
BM# 020502, Montevallo Road bridge over Watkins Creek, is only five years old so replacement not recommended and no replacement cost included.



BRIDGE REHAB AND REPLACEMENT EVALUATION

Many of the City's bridges that GS&P evaluated are 70 years of age or older. Only 2 of the 12 bridges were less than 55 years of age. The typical design life span of these older bridges is 50 years, so replacement is a natural course. Like many other cities, Mountain Brook has limited funding for maintenance and capital improvement of its transportation system. Lacking the funding to replace all of these older bridges, a successful bridge management program needs a balance between bridge preservation and bridge replacement. Preservation, which includes preventive maintenance and properly timed rehabilitation, is cheaper than bridge replacement and can extend the life of the bridge until funding for replacement is acquired. A strong bridge preservation program employs cost effective strategies, actions and repairs to extend the useful life of bridges.

The table below gives the preliminary, pre-design comprehensive bridge rehabilitation cost versus preliminary bridge replacement cost for each bridge. This information can be used to assist the City in allocating future funds and developing a bridge replacement and bridge rehabilitation program.



Bin	Location	Year Built	Age	Total Comprehensive Rehab Cost	Replacement Cost
000102	Overbrook Road over Shades Creek	1915	101	\$79,000	\$642,000
002850	Mountain Brook Parkway over Watkins Creek	1945	71	\$145,000	\$562,000
002851	Mountain Brook Parkway over Shades Creek	1945	71	\$147,000	\$617,000
002852	Mountain Brook Parkway over Shades Creek	1945	71	\$132,000	\$608,000
002872	Watkins Road over Watkins Creek	1945	71	\$77,000	\$650,000
002873	Canterbury Road over Watkins Creek	1945	71	\$428,000	\$735,000
003828	Heathermoor Rd over Watkins Creek	1950	66	\$76,000	\$715,000
007124	Stone River Road over Furnace Branch	1980	56	\$133,000	\$416,000
007129	Wilderness Road over Furnace Branch	1980	56	\$93,000	\$414,000
012869	Old Brook Trail over Little Shades Creek	1983	33	Rehab not recommended	\$635,000
000502	Monteville Road over Watkins Creek	2011	5	\$21,000	Replacement not recommended
* No Bin Option 1	Caldwell Mill Road over Little Shades Creek	-	-	Rehab not recommended	\$460,000

* Option 1 - Locally funded option to replace bridge on same alignment

APPENDIX I



Bin	Location	Year Built	Age	Total Comprehensive Rehab Cost			Replacement Cost		
				Local Cost	Federal Cost	Total Cost	Local Cost	Federal Cost	Total Cost
000102	Overbrook Road over Shades Creek	1915	101	\$19,000	\$76,000	\$95,000	\$152,400	\$609,600	\$762,000
002850	Mountain Brook Parkway over Watkins Creek	1945	71	\$34,400	\$137,600	\$172,000	\$137,800	\$551,200	\$689,000
002851	Mountain Brook Parkway over Shades Creek	1945	71	\$36,000	\$144,000	\$180,000	\$151,400	\$605,600	\$757,000
002852	Mountain Brook Parkway over Shades Creek	1945	71	\$32,400	\$129,600	\$162,000	\$149,600	\$598,400	\$748,000
002872	Watkins Road over Watkins Creek	1945	71	\$19,000	\$76,000	\$95,000	\$160,600	\$642,400	\$803,000
002873	Canterbury Road over Watkins Creek	1945	71	\$105,200	\$420,800	\$526,000	\$381,800	\$727,200	\$909,000
003828	Heathermoor Rd over Watkins Creek	1950	66	\$18,400	\$73,600	\$92,000	\$176,800	\$707,200	\$884,000
007124	Stone River Road over Furnace Branch	1980	56	\$32,400	\$130,400	\$162,800	\$102,800	\$411,200	\$574,000
007129	Wilderness Road over Furnace Branch	1980	56	\$32,800	\$91,200	\$124,000	\$102,200	\$408,800	\$531,000
012869	Old Brook Trail over Little Shades Creek	1983	33	\$5,800	\$23,200	\$29,000	\$156,200	\$634,800	\$791,000
000502	Monteville Road over Watkins Creek	2011	5	\$5,200	\$20,800	\$26,000	Replacement not recommended		
* No Bin Option 2	Caldwell Mill Road over Little Shades Creek	-	-	Rehab not recommended			\$215,000	\$860,000	\$1,075,000

* Option 2 - Federally funded option to replace bridge on new alignment that complies with federal design guidelines



BRIDGE REPLACEMENT AND REHABILITATION RECOMMENDATIONS

There are many factors that play into how a bridge replacement/rehabilitation program should be implemented. Below are some general recommendations the City may want to consider as it plans out their infrastructure needs.

- The Caldwell Mill Road bridge over Little Shades Creek Bridge (No Bin #) is in very bad condition and should be replaced as within next 5 years. The bridge is load posted for only 4 tons gross, which will not allow any of the City's fire trucks, Fire Department EMS transport units, school buses, garbage trucks, delivery trucks or other heavy vehicles to cross this bridge. To put this in perspective, the gross vehicle weight rate (GVWR or maximum operating weight) of some large SUVs (Chevy Suburban, Ford Expedition) is about 3.75 tons, which is approaching the load posting for this bridge. The structure has a timber deck with asphalt for the riding surface with an unknown construction year. The structure has deteriorated to the point that major rehab is not recommended and will not be the best use of City funds. A replacement structure will also allow significant safety improvements to the roadway approaches, hydraulic improvements to the crossing, and remove the load posting on the bridge.
- The Old Brook Trail bridge over Little Shades Creek Bridge (Bin # 012869) is in very bad condition and should be replaced within next 5 years. The bridge is load posted for:

7 tons	Single rear axle (H) truck
9 tons	Dual rear axle truck
10 tons	Triple rear axle truck
9 tons	Concrete truck
15 tons	5 and 6 axle (total) tractor trailer
10 tons	School bus

 The load posting will not allow any of the City's fire trucks, Fire Department EMS transport units, school buses, garbage trucks, or other heavy vehicles to cross this bridge. This bridge also has a very low structural evaluation rating of only 2. The structure has deteriorated to the point that major rehabilitation is not recommended and will not be the best use of City funds. A replacement structure will remove the load posting on the bridge.
- It is recommended that the Canterbury Road bridge over Watkins Creek (Bin # 002873) undergo major bridge rehabilitation within 5-7 years. The bridge is 70 years old, is load posted for 20 Tons for all trucks with three (3) or more axles, has poor substructure and superstructure condition rating (4 out of 5), and a very low efficiency rating (29.4 out of 100). The current load posting will not allow the City's Fire Department Ladder Truck or garbage trucks to cross this bridge. The option to replace the bridge was considered, but the disruption and impact to the surrounding business district and residential area may be too great for the City to accept. In the meantime, the structure should be monitored and inspected frequently for evidence of additional deterioration that may warrant more immediate actions.
- We recommend that the rest of the bridges should be placed on a rehabilitation program based roughly in the order as shown below:
 - Mountain Brook Parkway over Shades Creek - Bin #002851
 - Mountain Brook Parkway over Watkins Creek - Bin #002850
 - Mountain Brook Parkway over Shades Creek - Bin #002852
 - Heathermoor Road over Watkins Creek - Bin #003828

City of Mountain Brook
Bridge Assessment



- Wilderness Road over Furnace Branch – Bin #007129
- Stone River Road over Furnace Branch – Bin #007124
- Overbrook Road over Shades Creek – Bin #000102
- Watkins Road over Watkins Creek – Bin #002872
- Montevallo Road over Watkins Creek – Bin #020502

5. If the City has funds and desires to replace additional bridges in addition to the Caldwell Mill Road bridge over Little Shades Creek Bridge (No Bin #) and the Old Brook Trail bridge over Little Shades Creek Bridge (Bin # 012849), we recommend the following bridges be removed from the major rehabilitation list and be replaced within 5-10 years:

- Mountain Brook Parkway over Shades Creek – Bin #002831
- Mountain Brook Parkway over Watkins Creek – Bin #002850
- Mountain Brook Parkway over Shades Creek – Bin #002852

In the meantime, the structures should be monitored and inspected frequently for evidence of additional deterioration.

City of Mountain Brook
Bridge Assessment



POTENTIAL FUNDING OPTIONS

The following are potential funding sources the City can consider in the implementation of the bridge replacement / rehabilitation program.

Federal Funding - Fixing America's Surface Transportation Act (FAST Act) – Surface Transportation Program (STP) Funding

The FAST Act is the recently passed federal transportation funding program to improve the Nation's transportation infrastructure. The FAST Act expands federal funding eligibility for off-system (not on the state highway system) bridges within the National Highway Performance Program (NHPP) program and continues eligibility for off-system bridge replacement and repair through the Surface Transportation (STP) program. A Federal Highway Administration (FHWA) Alabama Division representative recently confirmed that off-system projects are eligible for federal funding through the STP program. These federal funds will typically cover 80% of the projects costs for preliminary engineering, right of way acquisition, utility relocation, construction and construction engineering and inspection, with a 20% local match required.

STP federal funds can be applied for through the Birmingham Metropolitan Planning Organization (MPO). Currently, almost all of the Birmingham area STP federal funds are committed to other projects in the Birmingham MPO's FY 2016-2019 Transportation Improvement Program (TIP). However, it may be possible for the City to receive federal STP funding for Preliminary Engineering (PE) to begin the design work on a bridge rehabilitation or replacement project within the current TIP. Further, towards the end of this TIP cycle if currently programmed projects are delayed beyond FY 2018, it may be possible for the City to obtain federal STP funding for right of way acquisition, utility relocation and/or construction of a bridge rehabilitation or replacement project.

It is also relevant to this report, that according to the American Road & Transportation Builders Association Comprehensive Analysis of the 2015 FAST Act, "the FAST ACT seeks to streamline the environmental review process for bridge repair projects by exempting "common post 1945 concrete or steel bridge(s) or culvert(s)" from individual review"

Alabama Transportation Safety Fund

The Alabama State Legislature recently passed a bill that has been signed by Governor Bentley establishing the Alabama Transportation Safety Fund "for the receipt of designated revenues to be utilized for the maintenance, improvement, replacement, and construction of state, county, and municipal roads and bridges within the state..." (from Alabama Senate Bill 180). This bill and the Alabama Transportation Safety Fund is expected to provide additional transportation funding to ALDOT, Counties and Cities that can be used for bridge rehabilitation and replacement projects. The funds can also be used as matching funds for federal-aid projects.

Federal Emergency Management Agency (FEMA) Grants

We contacted the State Emergency Management Agency to determine the potential for eligibility of bridge rehabilitation / replacement projects described in this report. In a phone conversation with a representative of this agency, we believe funding through FEMA grants is not a viable funding source for these projects. If at some point in the future, an emergency was declared in Jefferson County, then there is potential for Hazard Mitigation grants to become available. However, it is our understanding this funding is generally limited. Staff at the State Emergency Management Office agreed that relying on funding from these mechanisms would not be a viable option.

APPENDIX 1

City of Mountain Brook
Bridge Assessment



100% Local Funding vs Federal Funding

May times for smaller, less expensive projects, it may be better for a local government to use 100% local funds for transportation infrastructure projects. With federally funded projects, FHWA and/or ALDOT require:

- Environmental studies and documentation in accordance with the National Environmental Policy Act (NEPA)
- Surveys and plans be developed to ALDOT standards and going through ALDOT's plan development and review process
- Full time construction engineering & inspection (CE&I) during construction of the project
- ALDOT Indirect Cost, which are ALDOT's charges to the project for project administration and plan reviews. This cost is usually estimated at approximately 13.63% of the total project cost.

For smaller cost projects, the cost for these additional items can be significant when compared to the construction cost of the project. For 100% locally funded projects:

- NEPA environmental studies and documentation are not required. The City and/or Design Engineer will still need to complete some "environmental" due diligence to make sure the impacts to the project's surroundings are understood and reduced, mitigated or avoided as appropriate.
- Surveys and plans can be abbreviated somewhat from a full set of plans completed to ALDOT standards. The plan review and approval process is also more streamlined and less costly.
- Full time construction engineering and inspection (CE&I) and project documentation in accordance with ALDOT requirements is not required. Depending on the complexity of the project and availability of qualified City personnel to provide construction observation and project administration, we do recommend that the Design Engineer provide some part- or full-time construction observation and construction administration services to the City. However, the cost of this will be less than full-time CE&I required for a federal-aid project through ALDOT.
- No ALDOT Indirect cost

With the reduction of the items above, the cost for a 100% locally funded project is lower.

Further, it is common for small, locally-sponsored federal aid projects to take three (3) years or more to program, go through the plan development process and get to construction. With a 100% locally funded project, it is possible that a bridge rehabilitation or replacement project could be surveyed, designed and advertised for public bids in less than one year, or in a matter of months for a smaller, less complex project.

So, while the 80% federal funds can significantly reduce the cost of a bridge rehabilitation or replacement project, the total project costs can increase significantly, and the schedule of the project can be extended by several years. Larger (cost) projects are commonly better candidates for federal-aid through ALDOT or the MPO. These factors should be considered by the City when considering federal funding versus 100% local funding.

City of Mountain Brook
Bridge Assessment



INDIVIDUAL BRIDGE INSPECTION
REPORTS AND RECOMMENDATIONS

City of Mountain Brook
Bridge Assessment



Bridge: Overbrook Road over Shades Creek
BIN: 000102

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



May 2016 Gresham Smith and Partners 22 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Overbrook Road over Shades Creek
BIN: 000102

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
45	33.4	2	Cont. concrete arch deck	No	1915	101	6	6	6	6	77.7

Observations:

- Vertical geometry: Bridge on slight grade. No signs of drainage issues.
- Horizontal geometry: Rural section with sidewalks, narrow shoulders on each side of bridge. Intersections at east and west approaches.
- Asphalt topping and stone masonry parapets in good condition. No end impact protection on stone masonry parapets. Caution/delimitator signs are posted at each end of parapet.
- 2" utility attached to face of arch wall on downstream end of bridge.
- Minor cracks, efflorescence, and spalls on 29 ft. and 10ft. concrete arches. Some spalls have exposed rebar with corrosion (Image 1).
- Crack and damaged mortar on northern stone masonry wall (left of 10ft arch and right of 29ft arch).
- Stonework missing at downstream archway/stone masonry interface.
- Scour and possible undermining observed at base of arches.
- 10ft wide archway has large accumulation of debris, mainly leaves (Image 2).



May 2016 Gresham Smith and Partners 23 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Bridge: Overbrook Road over Shades Creek
BIN: 000102

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Recommendations:

- Clear debris from 10 ft. archway
- Repair crack on stone masonry arch wall
- Repair spalls on concrete arch
- Place rip rap or cement bags at base of arches
- Re-form downstream archway/stone masonry interface
- Repair cracks on concrete arch wall.

May 2016 Gresham Smith and Partners 24 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Overbrook Road over Shades Creek
ML/300-37-MB03.00
BIN Number 000102

Preliminary Repair Estimate

Item	Quantity	Units	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$25,000	\$25,000	\$25,000
Clear Debris from 10' archway	1	LS	\$1,000	\$1,000	\$1,000
Repair stone masonry wall	40	LF	\$150	\$6,000	\$6,000
Repair spalls on concrete arch	15	SF	\$140	\$2,100	\$2,100
Place rip rap or cement bags	220	SF	\$20	\$4,400	\$4,400
Re-form archway/stone masonry interface	60	SF	\$25	\$1,500	\$1,500
Epoxy pressure injection of arch cracks	35	LF	\$120	\$4,200	\$4,200
Subtotal				\$44,200	\$44,200
Contingency			25.00%	\$11,050	\$11,050
Mobilization			20.00%	\$8,840	\$8,840
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$6,630	\$4,420
Construction Subtotal				\$70,720	\$68,510
Engineering (20% if Federal Funds, 15% if Local)				\$14,144	\$10,608
Subtotal				\$84,864	\$79,118
ALDOT Indirect Cost			13.63%	\$9,639	
Total Repair Cost				\$94,503	\$79,118
Itemization of Funds					
Federal Contribution				\$75,603	
Local Contribution				\$18,901	\$79,118

May 2016 Gresham Smith and Partners 25 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Overbrook Road over Shades Creek
ML300-37-MB03.00
Bin Number 000102

Preliminary Replacement Estimate

	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,000	\$15,000	\$15,000
Bridge	2310	SF	\$110	\$254,100	\$254,100
Roadway	1	LS	\$72,400	\$72,400	\$72,400
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$381,500	\$381,500
Contingency			20.00%	\$76,300	\$76,300
Mobilization			5.00%	\$22,800	\$22,800
Engineering Control			2.00%	\$9,156	\$9,156
Construction Engineering & Inspection (15% if Federal Funds, 30% if Local)				\$68,670	\$45,780
Construction Subtotal				\$558,516	\$558,516
Engineering (20% if Federal Funds, 15% if Local)				\$111,703	\$83,777
Subtotal				\$112,406	\$87,557
ALDOT Indirect Cost			13.83%	\$91,351	
Total Replacement Cost				\$761,570	\$642,293
Anticipation of Funds					
Federal Contribution				\$608,256	
Local Contribution				\$152,314	\$642,293

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Watkins Creek
BIN: 002850

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



APPENDIX I

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Watkins Creek
BIN: 002850

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
26	34.8	1	Simple span conc. deck slab	No	1945	71	5	5	5	5	64.9

Observations:

- Vertical geometry: Bridge is located on a slight grade.
- Horizontal geometry: Traffic signal near west end of bridge, high traffic area. Urban section with narrow shoulder/gutter on north side of bridge and sidewalk on south/downstream side.
- Asphalt topping, stone masonry parapets, and curbs in good condition. No end impact protection on stone masonry parapets. Caution/delineator signs are posted at each end of parapet.
- Approx. 30" utility at upstream end of bridge causes damming of stream, hydraulic jump and scour at abutment footings. (Image 1)
- Debris noted on utility attached to upstream face of superstructure indicates frequent flooding likely occurs.
- Concrete encased utility downstream of bridge gathers debris. Concrete apron placed at base of downstream abutments has been undermined, up to 5 ft. deep in spots.
- Concrete bags have been placed along abutments (Image 1). Several bags have been washed away.
- Large cracks located on downstream side of east abutment and upstream side of west abutment.
- Undermining of concrete repair noted at downstream west abutment.
- Spalling on bottom of superstructure slab with exposed aggregate, some exposed rebar and wood formwork (Image 2). Spalling appears to be from initial construction with poor consolidation and/or mix design.



City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Watkins Creek
BIN: 002850

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Recommendations:

- Repair large cracks in abutments.
- Repair spalls at bottom of superstructure slab.
- Place riprap or concrete bags at abutments.

Note: Any utilities causing damming of the stream or gathering of debris should ideally be buried below the bottom of streambed. It is understood that these utilities are both expensive and difficult to move. However, if the opportunity to remedy the issue came about (i.e. repair or replacement of utility), then relocation of the pipes below the streambed should be investigated.

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Mountain Brook Parkway Over Watkins Creek
MU77-37-M002.00
Bin Number 002850

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$25,000	\$25,000	\$25,000
Deck Sounding	1	LS	\$4,000	\$4,000	\$4,000
Spall Repair	125	SF	\$100	\$12,500	\$12,500
Scaffolding for spall repairs	1	LS	\$40,000	\$40,000	\$40,000
Epoxy pressure injection of abut. cracks	20	LF	\$120	\$2,400	\$2,400
Place concrete bags at abutments	150	SF	\$20	\$3,000	\$3,000
Subtotal				\$86,900	\$86,900
Contingency			15.00%	\$13,035	\$13,035
Mobilization			15.00%	\$13,035	\$13,035
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$13,035	\$8,690
Construction Subtotal				\$126,005	\$126,005
Engineering (20% if Federal Funds, 15% if Local)				\$25,201	\$18,901
Subtotal				\$20,609	\$20,609
ALDOT Indirect Cost			11.63%	\$20,609	\$20,609
Total Repair Cost				\$171,815	\$144,808
Itemization of Funds					
Federal Contribution				\$137,452	
Local Contribution				\$34,363	\$144,808

May 2016

Gresham Smith and Partners

30 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Mountain Brook Parkway Over Watkins Creek
MU77-37-M002.00
Bin Number 002850

Preliminary Replacement Estimate

Item	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$16,175	\$16,175	\$16,175
Bridge	1650	SF	\$120	\$198,000	\$198,000
Roadway	1	LS	\$81,815	\$81,815	\$81,815
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$331,190	\$331,190
Contingency			20.00%	\$66,238	\$66,238
Mobilization			8.00%	\$18,871	\$18,871
Engineering Control			2.00%	\$7,949	\$7,949
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$59,614	\$39,743
Construction Subtotal				\$484,862	\$464,991
Engineering (25% if Federal Funds, 20% if Local)				\$121,216	\$96,972
Subtotal				\$42,608	\$42,608
ALDOT Indirect Cost			13.63%	\$42,608	\$42,608
Total Replacement Cost				\$608,686	\$561,963
Itemization of Funds					
Federal Contribution				\$550,949	
Local Contribution				\$137,737	\$561,963

May 2016

Gresham Smith and Partners

31 | Page

APPENDIX I

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Shades Creek
BIN: 002851

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



May 2016

Gresham Smith and Partners

32 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Shades Creek
BIN: 002851

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
48	34.5	2	Cont. concrete deck slab	No	1945	71	5	5	5	5	5.7

Observations:

- Vertical geometry: Bridge is located on a slight grade.
- Horizontal geometry: Slight horizontal curve to the north. Urban section with narrow shoulder/gutter on west side of bridge and sidewalk on east side.
- Asphalt topping, stone masonry parapets, and curbs in good condition. No end impact protection on stone masonry parapets. Caution/delineator signs are posted at each end of parapet.
- Heavy spalling on bottom of superstructure slab with exposed aggregate and rebar. (Image 1 & 2) Measured up to 2.5 in of spalled depth in isolated areas.
- Minor efflorescence around several spalls and at interface with precast sidewalk addition.
- Rebar found sticking out of water and footing (approx. 12-16 in.) from prior bridge widening.
- Timber retaining wall located at the southwest wingwall is partially supported by trees but in fair condition.
- Concrete bags have been placed along abutments and center pier footings.
- Stone masonry abutments and wall pier are in good condition for age.



Image 1

Image 2

May 2016

Gresham Smith and Partners

33 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Shades Creek
BIN: 002851

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Recommendations:

- Repair spalls at bottom of superstructure slab
- Cut rebar protruding from concrete and creek bed.

Note: Any utilities causing damming of the stream or gathering of debris should ideally be buried below the bottom of streambed. It is understood that these utilities are both expensive and difficult to move. However, if the opportunity to remedy the issue came about (i.e. repair or replacement of utility), then relocation of the pipes below the streambed should be investigated.

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Mountain Brook Parkway Over Shades Creek
MU79-37-M10.00
Bin Number 002851

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$25,000	\$25,000	\$25,000
Deck Sounding	1	LS	\$6,000	\$6,000	\$6,000
Spall Repair	200	SF	\$100	\$20,000	\$20,000
Scaffolding for spall repairs	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$91,000	\$91,000
Contingency			15.00%	\$13,650	\$13,650
Mobilization			15.00%	\$13,650	\$13,650
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$13,650	\$9,100
Construction Subtotal				\$131,950	\$127,400
Engineering (20% if Federal Funds, 15% if Local)				\$26,390	\$19,110
Subtotal				\$158,340	\$146,510
ALDOT Indirect Cost			13.63%	\$21,582	
Total Repair Cost				\$179,922	\$146,510
Mobilization of Funds					
Federal Contribution				\$143,937	
Local Contribution				\$35,984	\$146,510

APPENDIX I

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Mountain Brook Parkway Over Shades Creek
MU79-37-M10.00
Bin Number 002851

Preliminary Replacement Estimate

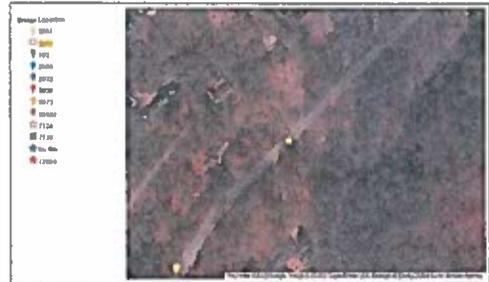
Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,215	\$15,215	\$15,215
Bridge	2030	SF	\$120	\$243,600	\$243,600
Roadway	1	LS	\$68,693	\$68,693	\$68,693
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$367,509	\$367,509
Contingency			15.00%	\$55,126	\$55,126
Mobilization			15.00%	\$55,126	\$55,126
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$55,126	\$36,753
Construction Subtotal				\$551,886	\$514,512
Engineering (25% if Federal Funds, 20% if Local)				\$133,223	\$102,902
Subtotal				\$684,791	\$617,414
ALDOT Indirect Cost			13.63%	\$93,791	
Total Repair Cost				\$778,582	\$617,414
Mobilization of Funds					
Federal Contribution				\$685,520	
Local Contribution				\$193,380	\$617,414

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Shades Creek
BIN 002852

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Shades Creek
BIN: 002852

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
52	32.8	2	Cont concrete deck slab	No	1945	71	5	5	5	5	6-B

Observations:

- Vertical geometry: Bridge is located on a slight grade.
- Horizontal geometry: Slight horizontal curve to the south. Urban section with narrow shoulder/gutter on west side of bridge and sidewalk on east side.
- Asphalt topping, stone masonry parapets, and curbs in good condition. No end impact protection on stone masonry parapets. Caution/delineator signs are posted at each end of parapet.
- Several heavy spalls on bottom of superstructure slab with exposed aggregate and rebar (Image 1 & 2)
- Minor efflorescence on bottom of slab at center pier, at interface with precast sidewalk addition, and along some spalls.
- Minor scouring and possible undermining noted at downstream end of north and south abutments.
- Large amount of debris caught on upstream side of center pier (Image 3 & 4)



Image 1

Image 2

May 2016

Gresham Smith and Partners

28 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Mountain Brook Parkway over Shades Creek
BIN: 002852

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



Image 3

Image 4

Recommendations:

- Repair spalls at bottom of superstructure slab
- Remove debris from upstream center pier
- Place riprap or cement bags at north and south abutment

Note: Any utilities causing damming of the stream or gathering of debris should ideally be buried below the bottom of streambed. It is understood that these utilities are both expensive and difficult to move. However, if the opportunity to remedy the issue came about (i.e. repair or replacement of utility), then relocation of the pipes below the streambed should be investigated.

May 2016

Gresham Smith and Partners

39 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Mountain Brook Parkway Over Shades Creek
MUB: 37-M11.00
Bin Number 002852

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Funding	
				Federally Funded	Locally Funded
Traffic Control	1	LS	\$25,000	\$25,000	\$25,000
Deck Sounding	1	LS	\$6,000	\$6,000	\$6,000
Spall Repair	50	SF	\$100	\$3,000	\$5,000
Scaffolding for spall repairs	1	LS	\$40,000	\$40,000	\$40,000
Place concrete bags at abutments	175	SF	\$20	\$3,500	\$3,500
Remove debris from center pier	1	LS	\$2,500	\$2,500	\$2,500
Subtotal				\$82,000	\$82,000
Contingency			15.00%	\$12,300	\$12,300
Mobilization			15.00%	\$12,300	\$12,300
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$12,300	\$8,200
Construction Subtotal				\$118,900	\$114,800
Engineering (20% if Federal Funds, 15% if Local)				\$23,780	\$17,220
Subtotal				\$142,680	\$132,020
ALDOT Indirect Cost			13.63%	\$19,447	
Total Repair Cost				\$162,127	\$132,020
Utilization of Funds					
Federal Contribution				\$129,702	
Local Contribution				\$32,425	\$132,020

May 2016

Gresham Smith and Partners

40 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Mountain Brook Parkway Over Shades Creek
MUB: 37-M11.00
Bin Number 002852

Preliminary Replacement Estimate

Item	Quantity	Unit	Unit Cost	Funding	
				Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,215	\$15,215	\$15,215
Bridge	2100	SF	\$120	\$252,960	\$252,960
Roadway	1	LS	\$66,413	\$66,413	\$66,413
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$374,589	\$374,589
Contingency			20.00%	\$74,918	\$74,918
Mobilization			5.00%	\$22,475	\$22,475
Engineering Control			2.00%	\$8,990	\$8,990
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$67,426	\$44,931
Construction Subtotal				\$548,398	\$525,922
Engineering (20% if Federal Funds, 15% if Local)				\$109,680	\$82,260
Subtotal				\$883,696	\$608,182
ALDOT Indirect Cost			13.63%	\$883,696	
Total Replacement Cost				\$747,779	\$608,182
Utilization of Funds					
Federal Contribution				\$598,219	
Local Contribution				\$149,559	\$608,182

May 2016

Gresham Smith and Partners

41 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Watkins Road over Watkins Creek
BIN: 002872

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



May 2016

Gresham Smith and Partners

42 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Watkins Road over Watkins Creek
BIN: 002872

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
24	29.1	1	Simple concrete deck slab	No	1945	71	6	5	5	5	64.3

Observations:

- Vertical geometry: Bridge is located on a slight grade.
- Horizontal geometry: Horizontal curve to the east of bridge, intersection to the west. Urban section with narrow shoulder/gutter on north side of bridge and sidewalk on south side.
- Asphalt topping, stone masonry parapets (other than crack noted below), and curbs in good condition. No end impact protection on stone masonry parapets. Reflectors are posted at northeast parapet end only.
- Bridge is in poor hydraulic alignment with stream, causing some scouring upstream. 96" RCP is installed west of bridge for high flow events.
- Minor debris and debris at upstream east abutment.
- Several spalls with exposed aggregate and rebar (Image 1)
- Damage to abutment walls around utility pipes and anchors. (Image 2)
- Minor vertical cracks in east and west abutment walls.
- Northwest parapet cracked full height, near end flair.



Image 1

Image 2

May 2016

Gresham Smith and Partners

43 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Bridge: Watkins Road over Watkins Creek
BIN: 002872

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Recommendations:

- Repair spalls at bottom of superstructure slab
- Repair north parapet wall
- Install cement bags around east upstream bend in creek.
- Repair abutment spalls
- Repair abutment wall cracks

May 2016

Gresham Smith and Partners

44 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Watkins Road Over Watkins Creek
NAJ300-37-44812.00
Bin Number 002872

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$10,000	\$10,000	\$10,000
Deck Sounding	1	LS	\$4,000	\$4,000	\$4,000
Spall Repair	50	SF	\$100	\$5,000	\$5,000
Scaffolding for spall repairs	1	LS	\$20,000	\$20,000	\$20,000
Epoxy pressure injection of abut. cracks	20	LF	\$120	\$2,400	\$2,400
Place concrete bags at abutments	75	SF	\$20	\$1,500	\$1,500
Repair parapet	1	LS	\$2,000	\$2,000	\$2,000
Subtotal				\$44,900	\$44,900
Contingency			15.00%	\$6,735	\$6,735
Mobilization			25.00%	\$11,225	\$11,225
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$6,735	\$4,490
Construction Subtotal				\$69,595	\$67,350
Engineering (20% if Federal Funds, 15% if Local)				\$13,919	\$10,103
Subtotal				\$94,487	\$77,453
ALDOT Indirect Cost			13.63%	\$11,383	
Total Repair Cost				\$105,870	\$77,453
Funding of Funds					
Federal Contribution				\$75,918	
Local Contribution				\$18,979	\$77,453

May 2016

Gresham Smith and Partners

45 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Watkins Road Over Watkins Creek
ML300-37-MB12.00
Bin Number 002872

Preliminary Replacement Estimate

	Quantity	Units	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,000	\$15,000	\$15,000
Bridge	1870	SF	\$120	\$224,400	\$224,400
Roadway	1	LS	\$123,000	\$123,000	\$123,000
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$402,400	\$402,400
Contingency			20.00%	\$80,480	\$80,480
Mobilization			5.00%	\$24,144	\$24,144
Engineering Control			2.00%	\$9,658	\$9,658
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$72,432	\$48,288
Construction Subtotal				\$589,114	\$564,970
Engineering (20% if Federal Funds, 15% if Local)				\$117,823	\$84,745
Subtotal				\$706,937	\$649,715
ALDOT Indirect Cost			11.63%	\$96,355	
Total Replacement Cost				\$803,292	\$649,715
Itemization of Funds					
Federal Contribution				\$642,433	
Local Contribution				\$160,859	\$649,715

May 2016

Gresham Smith and Partners

46 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Canterbury Road over Watkins Creek
BIN: 002873

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015



May 2016

Gresham Smith and Partners

47 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Bridge: Canterbury Road over Watkins Creek
BIN: 002873

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
23	51.4	1	Simple concrete deck slab	Yes - 20 tons	1945	71	4	4	5	4	29.4

Observations:

- Vertical geometry: Bridge is located on a slight grade.
- Horizontal geometry: Intersection to the west and residential driveways to the east of the bridge. Urban section with wide sidewalks on each side of bridge.
- Asphalt topping, stone masonry parapets, and curbs in good condition. No end impact protection on stone masonry parapets, multiple utility poles and sign structures adjacent to bridge ends (common for urban areas).
- Load posting sign matches bridge inventory.
- Multiple stones missing in downstream stone masonry wingwalls, voids measured 24" to 42" deep.
- Minor crack in wingwall at downstream, west abutment. Slight scour and undermining at corner of downstream, west abutment as well. (Image 3)
- 1 Large, full height, and 1 minor vertical crack on east abutment wall.
- Large horizontal crack along west abutment wall has been previously repair, repair in good condition. (Image 2)
- Spalls at several utility pipes through abutment walls, likely from installation methods.



Image 1

Image 2

May 2016

Gresham Smith and Partners

48 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Canterbury Road over Watkins Creek
BIN: 002873

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Observations (continued):

- Major spalling noted on bottom of superstructure slab in multiple locations within span as well as concentrated at abutment wall supports. (Image 3 & 4)
- Tree at northwest wingwall has roots grown into and around stone masonry wall.

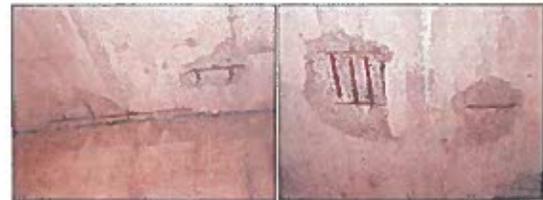


Image 3

Image 4

Recommendations:

- Repair spalls at bottom of superstructure slab.
- Place riprap or cement bags at bridge abutments where needed.
- Repair voids in wing walls and abutment.
- Repair cracks in abutments.
- Consider removing tree from northwest corner of bridge and repair wall.

May 2016

Gresham Smith and Partners

49 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Canterbury Road Over Watkins Creek
MU300-37-M822.00
Bin Number 002873

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federally	Locally
				Funded	Funded
Traffic Control	1	LS	\$10,000	\$10,000	\$10,000
Deck Sounding	1	LS	\$4,000	\$4,000	\$4,000
Spall Repair	140	SF	\$100	\$14,000	\$14,000
Scaffolding for spall repairs	1	LS	\$20,000	\$20,000	\$20,000
Epoxy pressure injection of abut. cracks	30	LF	\$200	\$6,000	\$6,000
Place concrete bags at abutments	75	SF	\$20	\$1,500	\$1,500
Wingwall repair	1	LS	\$2,000	\$2,000	\$2,000
Carbon Fiber Wrap	1182	SF	\$100	\$118,200	\$118,200
Strengthening of Abutment	1	LS	\$100,000	\$100,000	\$100,000
Subtotal				\$275,700	\$275,700
Contingency			15.00%	\$41,355	\$41,355
Mobilization			10.00%	\$27,570	\$27,570
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$41,355	\$27,570
Construction Subtotal				\$385,980	\$372,195
Engineering (20% if Federal Funds, 15% if Local)				\$77,196	\$55,829
Subtotal				\$463,176	\$428,024
ALDOT Indirect Cost			13.63%	\$63,131	
Total Repair Cost				\$526,307	\$428,024
Reallocation of Funds					
Federal Contribution				\$421,046	
Local Contribution				\$105,261	\$428,024

May 2016

Gresham Smith and Partners

50 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Canterbury Road Over Watkins Creek
MU300-37-M822.00
Bin Number 002873

Preliminary Replacement Estimate

Item	Quantity	Unit	Unit Cost	Federally	Locally
				Funded	Funded
Traffic Control	1	LS	\$5,555	\$5,555	\$5,555
Bridge	1870	SF	\$150	\$280,500	\$280,500
Roadway	1	LS	\$129,070	\$129,070	\$129,070
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$455,125	\$455,125
Contingency			30.00%	\$91,025	\$91,025
Mobilization			5.00%	\$22,756	\$22,756
Engineering Control			2.00%	\$10,923	\$10,923
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$81,923	\$54,615
Construction Subtotal				\$666,304	\$438,996
Engineering (20% if Federal Funds, 15% if Local)				\$133,261	\$95,849
Subtotal				\$800,565	\$534,845
ALDOT Indirect Cost			13.63%	\$108,981	
Total Replacement Cost				\$909,546	\$534,845
Reallocation of Funds					
Federal Contribution				\$726,836	
Local Contribution				\$182,710	\$534,845

May 2016

Gresham Smith and Partners

51 | Page

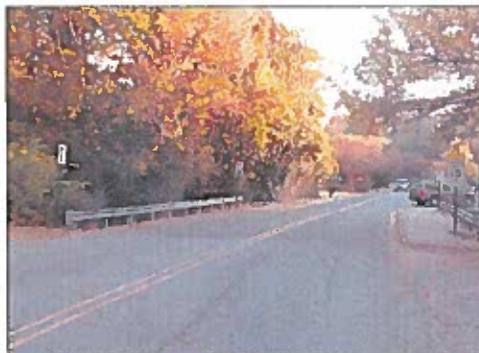
APPENDIX I

City of Mountain Brook
Bridge Assessment



Bridge: Heathermoor Road over Watkins Creek
BIN 003828

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015



May 2016

Gresham Smith and Partners

52 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Heathermoor Road over Watkins Creek
BIN 003828

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
46	45.3	2	Simple concrete deck slabs	No	1950	66	5	6	6	5	B4.3

Observations:

- Vertical geometry: On slight grade, drainage inlets on 3 sides of bridge
- Horizontal geometry: Bridge located in slight curve. Rural shoulder on north side of bridge; urban section with gutter and sidewalk on southern side. Mountain Brook Elementary north of bridge site.
- W beam guardrail edge treatments are substandard. South east guardrail end is not properly anchored. (Image 1)
- Minor cracking of asphalt topping at bridge, curbs in good condition. Guardrail ends do not have standard impact protection.
- Some bricks missing on southern edge of deck, exposing edge of asphalt topping
- Multiple spalls on bottom of superstructure slab at guardrail post anchor bolts, likely from installation methods. (Image 2)
- Multiple spalls on bottom of superstructure slab with exposed aggregate and rebar.
- Heavy erosion of embankment around northeast storm drain outlet.
- Poorly consolidated concrete at bottom of abutments and pier, likely from construction methods.



Image 1

Image 2

May 2016

Gresham Smith and Partners

53 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Heathermoore Road over Watkins Creek
BIN: 003828

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Recommendations:

- Repair spalls at bottom of superstructure slab
- Repair and replace brickwork at edge of slab.
- Replace end anchor at south east guardrail end.
- Remove brush and place riprap at storm drain outfall.

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Heathermoore Road Over Watkins Creek
MU75-37-M001.00
Bin Number 003828

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$10,000	\$10,000	\$10,000
Deck Sounding	1	LS	\$4,000	\$4,000	\$4,000
Spall Repair	50	SF	\$150	\$7,500	\$7,500
Scaffolding for spall repairs	1	LS	\$15,000	\$15,000	\$15,000
Replace guardrail end anchor	1	LS	\$1,500	\$1,500	\$1,500
Repair brickwork at edge of slab	1	LS	\$1,500	\$1,500	\$1,500
Remove brush and place riprap at outfall	1	LS	\$2,500	\$2,500	\$2,500
Subtotal				\$42,000	\$42,000
Contingency			15.00%	\$6,300	\$6,300
Mobilization			25.00%	\$10,500	\$10,500
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$6,300	\$4,200
Construction Subtotal				\$65,100	\$63,000
Engineering (25% if Federal Funds, 20% if Local)				\$16,275	\$12,600
Subtotal				\$81,375	\$75,600
ALDOT Indirect Cost			13.63%	\$11,091	
Total Repair Cost				\$92,466	\$75,600
Remitiation of Funds					
Federal Contribution				\$73,973	
Local Contribution				\$18,493	\$75,600

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Heathermoore Road Over Watkins Creek
MU75-37-M001.00
Bin Number 003828

Preliminary Replacement Estimate

	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,000	\$15,000	\$15,000
Bridge	2208	SF	\$120	\$264,960	\$264,960
Roadway	1	LS	\$123,000	\$123,000	\$123,000
Removal of Existing Bridge	1	LS	\$40,000	\$40,000	\$40,000
Subtotal				\$442,960	\$442,960
Contingency			20.00%	\$88,592	\$88,592
Mobilization			5.00%	\$22,148	\$22,148
Engineering Control			2.00%	\$8,859	\$8,859
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$79,733	\$53,133
Construction Subtotal				\$648,493	\$482,916
Engineering (20% if Federal Funds, 15% if Local)				\$129,699	\$93,287
Subtotal				\$778,192	\$576,203
ALDOT Indirect Cost			13.63%	\$106,068	
Total Replacement Cost				\$884,260	\$576,203
Remitiation of Funds					
Federal Contribution				\$707,408	
Local Contribution				\$176,852	\$576,203

City of Mountain Brook
Bridge Assessment



Bridge: Stone River Road over Furnace Branch
BIN 007124

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015



City of Mountain Brook
Bridge Assessment



Bridge: Stone River Road over Furnace Branch
BIN: 007124

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
34	34.8	1	Precast concrete channel span	No	1960	5	6	6	6	6	90.3

Observations:

- Vertical geometry: On slight grade, drainage structures approx. 125ft north of bridge
- Horizontal geometry: Bridge on tangent, northern approach roadway curved. Urban section on bridge. Trailhead for Irondale Furnace is just south of bridge
- Edge treatments (W beam, metal handrail) are substantial. Lack of end impact protection and caution delineators at both ends
- Asphalt topping, curbs in good condition. Vegetation/debris in upstream gutter
- Guardrail in need of paint in places. Also multiple posts are bent, possibly from previous collision damage (Image 1)
- Significant rust/corrosion on handrail anchor brackets.
- Utility under bridge gathers debris/dams stream. Scour pool has formed downstream of utility (Image 2)
- Minor scour noted at downstream pipe outfall
- Minor spalls on bottom of reinforced concrete beams and webs with some rebar exposed. Many spalls appear to be from insufficient original concrete cover
- Efflorescence along and between several beam lines.
- Minor cracks in abutment walls. Spalling noted at 3 of 4 wingwalls at edge of bridge interface

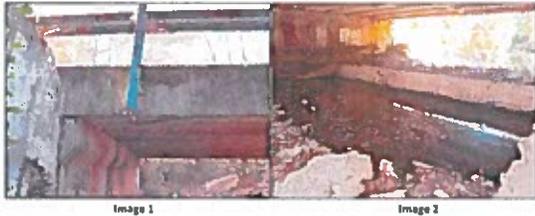


Image 1
Image 2
May 2016 Gresham Smith and Partners 58 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Stone River Road over Furnace Branch
BIN: 007124

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Recommendations:

- Repair and paint handrail anchor brackets.
- Repair and paint upstream guardrail and posts on bridge.
- Remove vegetation from bridge gutters.
- Repair large cracks in abutments.
- Repair spalls in abutment wingwalls.
- Repair spalls on bottom of reinforced concrete beams and webs.
- Place riprap or cement bags at pipe outlet and downstream side of utility.
- Install delineator signs at bridge ends.

Note: Any utilities causing damming of the stream or gathering of debris should ideally be buried below the bottom of streambed. It is understood that these utilities are both expensive and difficult to move. However, if the opportunity to remedy the issue came about (i.e. repair or replacement of utility), then relocation of the pipes below the streambed should be investigated.

May 2016 Gresham Smith and Partners 59 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Stone River Road Over Furnace Branch
MU116-37-M006.00
Bin Number 007124

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,000	\$15,000	\$15,000
Repair and paint handrail anchor brackets	1	LS	\$5,000	\$5,000	\$5,000
Repair and paint upstr. guardrail and posts	90	LF	\$20	\$1,800	\$1,800
Remove vegetation from bridge gutters	1	LS	\$1,000	\$1,000	\$1,000
Epoxy pressure injection of abut. cracks	40	LF	\$200	\$8,000	\$8,000
Repair abutment spalls	20	SF	\$200	\$4,000	\$4,000
Repair beam spalls	25	SF	\$200	\$5,000	\$5,000
Scaffolding for beam repairs	1	LS	\$35,000	\$35,000	\$35,000
Place rip rap or cement bags	400	SF	\$20	\$8,000	\$8,000
Subtotal				\$82,000	\$82,000
Contingency			15.00%	\$12,300	\$12,300
Mobilization			10.00%	\$8,200	\$8,200
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$12,300	\$8,200
Construction Subtotal				\$114,800	\$110,700
Engineering (25% if Federal Funds, 20% if Local)				\$26,700	\$22,140
Subtotal				\$141,500	\$132,840
ALDOT Indirect Cost			13.63%	\$19,559	
Total Repair Cost				\$161,059	\$132,840
Reimbursement of Funds					
Federal Contribution				\$130,447	
Local Contribution				\$30,612	\$132,840

May 2016 Gresham Smith and Partners 60 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Stone River Road Over Furnace Branch
MU116-37-M006.00
Bin Number 007124

Preliminary Replacement Estimate

Item	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$15,000	\$15,000	\$15,000
Bridge	1224	SF	\$120	\$146,880	\$146,880
Roadway	1	LS	\$55,200	\$55,200	\$55,200
Removal of Existing Bridge	1	LS	\$30,000	\$30,000	\$30,000
Subtotal				\$247,080	\$247,080
Contingency			20.00%	\$49,416	\$49,416
Mobilization			5.00%	\$14,825	\$14,825
Engineering Control			2.00%	\$5,930	\$5,930
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$44,474	\$29,650
Construction Subtotal				\$361,725	\$346,900
Engineering (25% if Federal Funds, 20% if Local)				\$90,431	\$69,380
Subtotal				\$452,156	\$416,280
ALDOT Indirect Cost			13.63%	\$61,629	
Total Repair Cost				\$513,785	\$416,280
Reimbursement of Funds					
Federal Contribution				\$411,028	
Local Contribution				\$102,757	\$416,280

May 2016 Gresham Smith and Partners 61 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Wilderness Road over Furnace Branch
BIN: 007129

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015



May 2016 Gresham Smith and Partners 63 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Wilderness Road over Furnace Branch
BIN: 007129

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Coated	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
24	34 ft.	1	Precast concrete channel spans	Yes 32 tons for tri-axle concrete	1960	56	6	6	5	5	70

Observations:

- Vertical geometry: Bridge is in sag curve, low point located approximately 50ft from end of bridge. Roadway drainage appears to be adequate.
- Horizontal geometry: Bridge in slight curve, stop condition north of the bridge, several driveways adjacent to bridge. Urban section with guardrail at curb on east side of bridge and sidewalk on west side.
- Edge treatments (W beam, metal pipe handrail) are substandard. Lack of end impact protection and caution delineators at both ends.
- Asphalt topping, curbs in good condition, deck drains open.
- Load posting sign matches inventory, reason for posting is Under Designed Superstructure.
- 3" utility at upstream end of bridge crosses stream at flowline and gathers debris, causing some damming of the stream.
- Spalls in channel beam webs and end walls. Many spalls appear to be caused by insufficient original concrete cover. Efflorescence noted along and between several beam lines. New bearing crack and spall noted at Beam 1 (Image 1 & 2). Shear cracks noted on Beam 6, near abutments.
- Minor vertical cracks in abutment walls. Spall at southwest end of beam seat, no rebar exposed. Minor cracks in tops of wingwalls at bridge interface have been filled with mortar.



Image 1 Image 2

May 2016 Gresham Smith and Partners 63 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Bridge: Wilderness Road over Furnace Branch
BIN: 007129

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/22/2015

Observations (continued):

- Wingwall at the southwest corner of the bridge losing fill through storm drain pipe void in wall.
- Paint on guardrail and posts worn/flaking (Image 3). Some anchor bolts missing or bolts loose.
- Handrail paint is weathered, tree at northwest corner of bridge has grown into side of handrail. Handrail and wingwall show no signs of damage from tree. Significant rust/corrosion on handrail anchor brackets.
- Scour noted at downstream pipe outfalls (Image 4).



Image 3 Image 4

Recommendations:

- Superstructure replacement, new beams would allow removal of load posting.
- Repair southwest wingwall at pipe outlet, repair collar and backfill with flowable fill (or similar).
- Repair vertical cracks in abutment walls.
- Tighten/replace loose or missing anchor bolts for guardrail/handrail posts.
- Clean and paint guardrail/handrail systems (if superstructure is not replaced).
- Place cement bags or rip rap at pipe outlets.
- Install caution / delineator signs.

Note: Any utilities causing damming of the stream or gathering of debris should ideally be buried below the bottom of streambed. It is understood that these utilities are both expensive and difficult to move. However, if the opportunity to remedy the issue came about (i.e. repair or replacement of utility), then relocation of the pipes below the streambed should be investigated.

May 2016 Gresham Smith and Partners 64 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Wilderness Road Over Furnace Branch
MU116-37-M006.00
Bin Number 007129

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federal	Local
Traffic Control	1	LS	\$5,555	\$5,555	\$5,555
Superstructure spall repair	1	LS	\$30,000	\$30,000	\$30,000
Epoxy pressure injection of conc. cracks	70	LF	\$120	\$8,400	\$8,400
Repair abutment spalls	15	SF	\$120	\$1,800	\$1,800
Place rip rap or cement bags	300	SF	\$20	\$6,000	\$6,000
Repair/replace guardrail post hardware	1	LS	\$1,000	\$1,000	\$1,000
Repair southwest wingwall at pipe outlet	1	LS	\$2,500	\$2,500	\$2,500
Subtotal				\$55,255	\$55,255
Contingency			15.00%	\$8,288	\$8,288
Mobilization			15.00%	\$8,288	\$8,288
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$8,288	\$5,526
Construction Subtotal				\$80,120	\$77,357
Engineering (25% if Federal Funds, 20% if Local)				\$20,030	\$18,471
Subtotal				\$113,650	\$102,829
ALDOT Indirect Cost			13.63%	\$13,650	
Total Repair Cost				\$113,650	\$102,829
Itemization of Funds					
Federal Contribution				\$91,040	
Local Contribution				\$22,760	\$92,829

May 2016 Gresham Smith and Partners 65 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Wilderness Road Over Furnace Branch
M1116-37 M006.00
Bin Number 007129

Preliminary Replacement Estimate

	Quantity	Units	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$5,555	\$5,555	\$5,555
Bridge	1224	SF	\$120	\$146,880	\$146,880
Roadway	1	\$53,725	\$53,725	\$53,725	
Removal of Existing Bridge	1	LS	\$30,000	\$30,000	\$30,000
Subtotal				\$236,160	\$236,160
Contingency			20.00%	\$47,232	\$47,232
Mobilization			5.00%	\$14,170	\$14,170
Engineering Control			2.00%	\$5,668	\$5,668
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$42,509	\$28,339
Construction Subtotal				\$345,738	\$331,569
Engineering (30% if Federal Funds, 25% if Local)				\$103,722	\$82,892
Subtotal				\$449,460	\$414,461
ALDOT Indirect Cost			13.63%	\$61,261	
Total Repair Cost				\$510,721	\$414,461
Normalization of Funds					
Federal Contribution				\$408,577	
Local Contribution				\$102,144	\$414,461

May 2016

Gresham Smith and Partners

66 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Old Brook Trail over Little Shades Creek
BIN: 012869

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015



May 2016

Gresham Smith and Partners

67 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Bridge: Old Brook Trail over Little Shades Creek
BIN: 012869

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
42.6	23.5	2	Cont. steel girders	7 Tons	1983	33	6	5	5	2	25.9

Observations:

- Vertical geometry: Bridge is in sag curve, low point located near west end of bridge.
- Horizontal geometry: Bridge on tangent, sharp horizontal curve west of bridge. Urban section on bridge, rural approaches.
- Edge treatments (w-beam with concrete curb) are substandard. East upstream side of guardrail is bent. Reflectors/delineators located at each end of bridge. Guardrail tapers off of bridge approaches but lengths may not be adequate.
- Concrete deck, curbs in good condition, deck drains open.
- Load posting sign matches inventory.
- Steel beams show several different mill stamps (Cambria, Lackawanna, Carnegie, Tennessee USA) possibly indicating different grades and ages of beams were used.
- General corrosion on all beams at the abutments (Image 1)
- Beam 2 - Section loss at center pier
- Beam 3 - Field splice approx. 6' from west abutment
- Beam 4 - Cover plate added on bottom flange in good condition, minor corrosion at connection plates at center pier. (Image 2)
- Beam 5 - Top flange has some section loss near east abutment. Heavy pitting in west span. (Image 3)



Image 1

Image 2

May 2016

Gresham Smith and Partners

68 | Page

City of Mountain Brook
Bridge Assessment



Bridge: Old Brook Trail over Little Shades Creek
BIN: 012869

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Observations (continued):

- Beam 6 and 7 - Corrosion and section loss on bottom flange of east span
- Crack in center pier strip footing and broken cross brace
- Scour at upstream center pier with minor debris build up
- Large crack at upstream west abutment (Image 4) Vibration of beams observed in area of crack. Full height crack at center of west abutment.
- Roadside drainage ditch causing scour at upstream west abutment.



Image 3

Image 4

Recommendations:

- Repair cracks in west abutment and damaged end wall (fix vibration issue)
- Clear debris from center pier
- Place concrete bags around center pier upstream
- Riprap stormwater pipe outfall at downstream east corner of bridge
- Riprap slope of roadside drainage ditch that flows to upstream west abutment
- Full bridge replacement

May 2016

Gresham Smith and Partners

69 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Old Brook Trail over Little Shades Creek
MU124-37-M002.00
Bin Number 012889

Preliminary Interim Repair Estimate (prior to bridge replacement)

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Repair crack in west abutment	1	LS	\$7,500	\$7,500	\$7,500
Clear debris from center pier	1	LS	\$500	\$500	\$500
Rip rap downstream pipe outfall	100	SF	\$20	\$2,000	\$2,000
Rip rap drainage ditch slope	250	SF	\$20	\$5,000	\$5,000
Subtotal				\$13,000	\$13,000
Contingency			15.00%	\$2,250	\$2,250
Mobilization			5.00%	\$750	\$750
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$2,250	\$1,500
Construction Subtotal				\$20,250	\$19,500
Engineering (25% if Federal Funds, 20% if Local)				\$5,063	\$3,900
Subtotal				\$25,313	\$23,400
ALDOT Indirect Cost			13.63%	\$3,450	
Total Estimated Repair Cost				\$28,763	\$23,400
Remitment of Funds					
Federal Contribution				\$23,010	
Local Contribution				\$5,753	\$23,400

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Old Brook Trail over Little Shades Creek
MU124-37-M002.00
Bin Number 012889

Preliminary Replacement Estimate

Item	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$5,555	\$5,555	\$5,555
Bridge	1696	SF	\$110	\$186,560	\$186,560
Roadway	1	LS	\$131,690	\$131,690	\$131,690
Removal of Existing Bridge	1	LS	\$20,000	\$20,000	\$20,000
Subtotal				\$343,805	\$343,805
Contingency			20.00%	\$68,761	\$68,761
Mobilization			5.00%	\$20,628	\$20,628
Engineering Control			2.00%	\$8,251	\$8,251
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$66,217	\$44,143
Construction Subtotal				\$507,662	\$485,590
Engineering (25% if Federal Funds, 20% if Local)				\$126,916	\$97,118
Utility Relocation Cost					\$52,400
ROW Acquisition Cost					\$52,400
Subtotal				\$686,978	\$635,108
ALDOT Indirect Cost			13.63%	\$93,635	
Total Estimated Replacement Cost				\$780,613	\$635,108
Remitment of Funds					
Federal Contribution				\$474,490	
Local Contribution				\$156,123	\$635,108

APPENDIX I

City of Mountain Brook
Bridge Assessment



Bridge: Montevallo Road over Watkins Creek
BIN: 020502

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015



City of Mountain Brook
Bridge Assessment



Bridge: Montevallo Road over Watkins Creek
BIN: 020502

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
33	52	1	Precast concrete channel spans	No	2011	5	B	B	B	9	77.7

Observations:

- Vertical geometry: Bridge is located on a slight grade
- Horizontal geometry: Bridge on tangent, urban section with narrow shoulder/gutter on north side of bridge and sidewalk on south side.
- Asphalt topping, stone masonry parapets, and curbs in good condition. No end impact protection on stone masonry parapets. No caution/delineator signs at 3 out of 4 bridge corners
- Minor vertical cracks in both abutment walls.
- Minor spalls in precast concrete Double Tees around anchor bolt holes. (Image 1)
- Efflorescence between upstream beams, concentrated between beams 1/2 and 2/3 (Image 2)
- Minor scour at stormwater outfalls (Image 3) and at end of west wingwall.
- Open joint noted between Double Tee and abutment backwall at northwest corner of bridge (Image 4)



City of Mountain Brook
Bridge Assessment



Bridge: Montevello Road over Watkins Creek
BIN: 020502

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Observations (continued):



Image 3

Image 4

Recommendations:

- Place n/rap or concrete bags at stormwater pipe outfalls and end of wingwall
- Seal joint between Double Tee and backwall
- Install caution/delineator signs or reflectors at ends of each parapet.

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment

Montevello road over Watkins Creek
MU300-37-M803.00
Bin Number 020502

Preliminary Repair Estimate

Item	Quantity	Unit	Cost Per Unit	Federal/Local	
				Funded	Funded
Traffic Control	1	LS	\$5,000	\$5,000	\$5,000
Place rip rap or cement bags	250	SF	\$20	\$5,000	\$5,000
Seal joint at abutment backwall	1	\$500	\$500	\$500	
Install reflectors/delineators at bridge ends	3	EA	\$250	\$750	\$750
Subtotal				\$11,250	\$11,250
Contingency			15.00%	\$1,688	\$1,688
Mobilization			30.00%	\$3,375	\$3,375
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$1,688	\$1,125
Construction Subtotal				\$18,000	\$17,438
Engineering (25% if Federal Funds, 20% if Local)				\$4,500	\$3,600
Subtotal				\$22,500	\$21,038
ALDOT Indirect Cost			13.63%	\$3,067	
Total Repair Cost				\$25,567	\$21,038
Itemization of Funds					
Federal Contribution				\$20,453	
Local Contribution				\$5,113	\$21,038

City of Mountain Brook
Bridge Assessment



Bridge: Caldwell Mill Road over Little Shades Creek
BIN: No BIN

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015



City of Mountain Brook
Bridge Assessment



Bridge: Caldwell Mill Road over Little Shades Creek
BIN: No BIN

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Struct. Length (ft.)	Deck Width (ft.)	No. of Spans	Span Type(s)	Posted	Built	Age	Substr. Rating	Superstr. Rating	Deck Rating	Struct. Eval.	Suff. Rating
16	17.3	1	Steel stringers	4 Tons	Unk	Unk	6	5	6	-	-

Observations:

- Construction date and age of bridge is unknown. No bridge plans or construction records available.
- Vertical geometry: Bridge is in sag curve, low point located just south of bridge.
- Horizontal geometry: Sharp horizontal curve. Single lane bridge.
- W beam edge treatment is substandard, downstream rail has major collision damage (Image 1 & 2)
- Asphalt topping, upstream timber curb in fair condition. Downstream timber curb and guardrail has collision damage (Image 1 & 2). No impact protection at north end of bridge. Caution / delineator signs posted at three of the four bridge corners.
- Load posting sign matches inventory.
- Large scour pool noted downstream of bridge. Isolated, 3.5 ft. deep, scour undermining noted at south and north abutment. Stream channel is restricted approximately 10 to 15 ft. at bridge crossing.
- Tire swing hanging from bottom of bridge.
- Timber planks in good condition.
- Beams 2, 3, 4, and 5 have 1" holes in the web at 1/3 span points.
- Beam 1 - Multiple holes in top and bottom of flange. Heavy corrosion at south abutment.
- Beam 2 - Minor corrosion noted.
- Beam 4 - Multiple drilled holes in top and bottom flanges.
- Beam 6 - Top flange corrosion at midspan with minor section loss.



Image 1

Image 2

City of Mountain Brook
Bridge Assessment



Bridge: Caldwell Mill Road over Little Shades Creek
BIN: No BIN

Inspectors: Sam Wade, Tim Dow
Inspection Date: 10/23/2015

Observations (continued):

- Beam 7 - Section loss (1/2" to 1") of top flange at midspan (Image 3). Multiple 1" holes in flanges. Severe section loss of flange and web at south abutment. (Image 4)
- Minor crack in south abutment.



Image 3

Image 4

Recommendations:

- Repair and Replace west guardrail and posts.
- Replace west timber curb
- Remove tire swing.
- Consider installing timber curbs/delineators to narrow travel way and slow drivers down.
- Add Caution and/or Slow signs to approaches.
- Place rip rap or cement sand bags at abutments.
- Full bridge replacement.

May 2016

Gresham Smith and Partners

78 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Caldwell Mill Road over Little Shades Creek
No Bin Number

Preliminary Interim Repair Estimate (prior to bridge replacement)

Item	Quantity	Unit	Cost Per Unit	Federally Funded	Locally Funded
Traffic Control	1	LS	\$2,500	\$2,500	\$2,500
Mobilization	1	LS	\$2,500	\$2,500	\$2,500
Replace timber curb	18	LF	\$32	\$576	\$576
Remove tire swing	1	LS	\$100	\$100	\$100
Install Caution/Slow signs	4	EA	\$250	\$1,000	\$1,000
Repair and Replace west guardrail/posts	1	LS	\$7,500	\$7,500	\$7,500
Place rip rap or cement sand bags at abut.	200	SF	\$20	\$4,000	\$4,000
Subtotal				\$18,176	\$18,176
Contingency			15.00%	\$2,726	\$2,726
Mobilization			5.00%	\$909	\$909
Construction Engineering & Inspection (15% if Federal Funds, 10% if Local)				\$2,726	\$1,818
Construction Subtotal				\$24,538	\$24,538
Engineering (25% if Federal Funds, 20% if Local)				\$6,134	\$4,908
Subtotal				\$30,672	\$29,446
ALDOT Indirect Cost			13.63%	\$4,194	
Total Estimated Repair Cost				\$34,866	\$29,446
Itemization of Funds					
Federal Contribution				\$27,213	
Local Contribution				\$6,803	\$29,446

May 2016

Gresham Smith and Partners

79 | Page

APPENDIX 1

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Caldwell Mill Road Over Little Shades Creek
No Bin Number

Preliminary Replacement Estimate Option 1.*

	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$5,555	\$5,555.25	
Bridge	1580	SF	\$110	\$173,800	
Removal of Existing Bridge	1	LS	\$15,000	\$15,000	
Roadway	1	LS	\$69,267	\$69,267	
Subtotal				\$263,623	
Contingency			20.00%	\$52,725	
Mobilization			5.00%	\$15,817	
Engineering Control			2.00%	\$6,327	
Construction Engineering & Inspection (10%)				\$32,849	
Construction Subtotal				\$372,340	
Engineering (20%)				\$74,468	
Utility Relocation Cost				\$13,200	
ROW Acquisition Cost					
Total Estimated Replacement Cost				\$460,009	
Itemization of Funds					
Local Contribution					\$460,009

* Option 1 - Locally funded option to replace bridge on same alignment

May 2016

Gresham Smith and Partners

80 | Page

City of Mountain Brook
Bridge Assessment



Mountain Brook Bridge Assessment
Caldwell Mill Road Over Little Shades Creek
No Bin Number

Preliminary Replacement Estimate Option 2.*

	Quantity	Unit	Unit Cost	Federally Funded	Locally Funded
Traffic Control	1	LS	\$5,555	\$5,555	
Bridge	2400	SF	\$110	\$264,000	
Removal of Existing Bridge	1	LS	\$15,000	\$15,000	
Roadway	1	LS	\$206,776	\$206,776	
Subtotal				\$491,334	
Contingency			20.00%	\$98,267	
Mobilization			5.00%	\$24,567	
Engineering Control			2.00%	\$9,827	
Construction Engineering & Inspection (15%)				\$93,599	
Construction Subtotal				\$717,593	
Engineering (20%)				\$143,519	
Utility Relocation Cost				\$13,200	
ROW Acquisition Cost				\$72,000	
Subtotal				\$946,311	
ALDOT Indirect Cost			13.63%	\$128,982	
Total Estimated Replacement Cost				\$1,075,293	
Itemization of Funds					
Federal Contribution				\$860,235	
Local Contribution					\$215,059

* Option 2 - Federally funded option to replace bridge on new alignment that satisfies federal design guidelines

May 2016

Gresham Smith and Partners

81 | Page

CITY OF INDUSTRY BRIDGE IMPROVEMENT
 BRAT BRIDGE CAPITAL IMPROVEMENT PROGRAM
 Revised 6/1/2016

Location/Phase	BID	Surf/Utility	Road Profile	Improvement Details (Width/Shoulders)	Year Bidding	Total Preliminary Project Cost Estimate		Funded as of 6/30/16 Locally Funded	Estimated City Costs over Four Year ¹						
						Federally Funded ²	State Locally Funded		FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	
Colton Mill Road/over³			Two - 8' curb	Reconstruction	2020	\$1,271,000	\$490,000	Federal							
Engineering						\$18,000	\$75,000	Federal							
Construction & CE 54						\$1,253,000	\$415,000	Federal							
Washburn Road over Latta			Two - 8' curb	Reconstruction	2020	\$783,000	\$288,000	Federal							
Engineering						\$14,000	\$57,000	Federal							
Construction & CE 54						\$769,000	\$231,000	Federal							
Washburn Road over			Two - 20' med. Major (R/L)	Recon	2022	\$348,000	\$126,000	Federal							
Engineering						\$10,000	\$36,000	Federal							
Construction & CE 54						\$338,000	\$90,000	Federal							
Washburn Road over			Two - 20' med. Major (R/L)	Recon	2022	\$348,000	\$126,000	Federal							
Engineering						\$10,000	\$36,000	Federal							
Construction & CE 54						\$338,000	\$90,000	Federal							
Washburn Road over			Two - 20' med. Major (R/L)	Recon	2022	\$348,000	\$126,000	Federal							
Engineering						\$10,000	\$36,000	Federal							
Construction & CE 54						\$338,000	\$90,000	Federal							
Washburn Road over			Two - 20' med. Major (R/L)	Recon	2022	\$348,000	\$126,000	Federal							
Engineering						\$10,000	\$36,000	Federal							
Construction & CE 54						\$338,000	\$90,000	Federal							
Washburn Road over			Two - 20' med. Major (R/L)	Recon	2022	\$348,000	\$126,000	Federal							
Engineering						\$10,000	\$36,000	Federal							
Construction & CE 54						\$338,000	\$90,000	Federal							
Totals						\$2,998,000	\$1,091,000		\$41,000	\$16,000	\$24,000	\$29,000	\$34,000	\$34,000	\$0

¹ Projects federally funded projects will receive 80% federal funding for all phases of project (Engineering, ROW Acquisition, Utility Relocation, Construction & CE 54)
² Costs for Federally funded projects include ALLDOT indirect cost of 15.83% for project administration.
³ The 10% project fee phase over the 40% federally funded projects and the City 50% local match.
⁴ Cost estimate for Federally funded bridge replacement project assumes that ALLDOT will require approach rehabilitation to meet current road design standards for 75 mph design speed. Cost estimate for 50% locally funded project assumes that minimal approach work will be done, leaving the sharp curve at the south end of the bridge.

APPENDIX 1

From: Bailey, Alicia [mailto:alicia@mtbrook.org]
Sent: Wednesday, June 01, 2016 2:56 PM
To: Sam Gaston
Subject: RE: Item

See attached for what we submitted in March. Nothing has changed since then. If the City approves, it has to be forwarded to ALDOT for their review. We will not contract until ALDOT approves.

As we discussed several months ago, there are several risks associated with the project:

- We are proceeding based on the fact that Alternative 1 from the planning study is the preferred Alternative. If the public rejects this concept or requires changes to it, it most likely will affect our scope and fee.
- We are proceeding with preparing a Categorical Exclusion environmental document. This is based on ALDOT's guidance. However, FHWA is the ultimate decision maker on this and ALDOT will not allow us to meet with FHWA until after the project gets started. If the level of environmental document changes, we will have to re-scope the project.
- Check page 27 of the PDF (second paragraph) about historic buildings and Cemetery. Hopefully there are not issues, but they are a potential risk.

From: Sam Gaston [mailto:sgaston@mtbrook.org]
Sent: Tuesday, May 31, 2016 11:00 AM
To: Bailey, Alicia
Subject: RE: Item

Send me a proposal

Sam S Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P O Box 130000
Mountain Brook AL 35213
(205) 892-3803 Phone
(205) 892-3177 Fax

From: Bailey, Alicia [mailto:alicia@mtbrook.org]
Sent: Tuesday, May 31, 2016 10:05 AM
To: Bittas, Andre V.; Sam Gaston
Cc: virginia.smith; LastVahalle@aol.com
Subject: RE: Item

Sam, what else is needed in order to submit Sam's scope and mandays to ALDOT? It usually takes months for ALDOT to perform their review.

From: Bittas, Andre V. [mailto:Andre.Bittas@birminghamal.gov]
Sent: Tuesday, May 31, 2016 10:04 AM
To: Sam Gaston
Cc: virginia.smith; LastVahalle@aol.com; Bailey, Alicia
Subject: Re: Item

Sam, the City council approved the agreement this morning.

Andre

On May 25, 2016, at 1:49 PM, Sam Gaston <sgaston@mtbrook.org> wrote:

Many thanks!

Sam S Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P O Box 130000
Mountain Brook AL 35213
(205) 892-3803 Phone
(205) 892-3177 Fax

From: Bittas, Andre V. [mailto:Andre.Bittas@birminghamal.gov]
Sent: Wednesday, May 25, 2016 1:46 PM
To: Sam Gaston
Cc: Hawkins, Fred T.
Subject: RE: Item

Sam,

Committee approved the project. We will send it to the full Council for approval in 2 weeks.

Andre

From: Sam Gaston [mailto:sgaston@mtbrook.org]
Sent: Thursday, May 19, 2016 6:19 AM
To: Bittas, Andre V. <Andre.Bittas@birminghamal.gov>;
Cc: Hawkins, Fred T. <Fred.Hawkins@birminghamal.gov>
Subject: Re: Item

Thank you very much!

Sent from my iPhone
Sam Gaston

On May 19, 2016, at 6:11 AM, Bittas, Andre V <Andre.Bittas@birminghamal.gov> wrote:

We will. I apologize for taking that long. It's a great project and looking forward to working with you.

Andre

On May 18, 2016, at 9:26 PM, Sam Gaston <sgaston@mtbrook.org> wrote:

APPENDIX 2

Perhaps you and Andre can attend and speak in favor of it.

Sent from my iPhone
Sam Gaston

On May 18, 2016, at 7:56 PM, Hawkins, Fred T. <Fred.Hawkins@birminghamal.gov> wrote:

Great. No didn't see it!

Sent from my iPhone

On May 18, 2016, at 4:46 PM, Sam Gaston <sgaston@mtbrook.org> wrote:

FYI about the roundabout project

Sam S Gaston
City Manager
City of Mountain Brook, AL
56 Church Street
P O Box 130000
Mountain Brook AL 35213
(205) 892-3803 Phone
(205) 892-3177 Fax

From: Kidd, Cheryl [mailto:Cheryl.Kidd@birminghamal.gov]
Sent: Wednesday, May 18, 2016 4:38 PM
To: Sam Gaston
Subject: Item

Sorry for the delay, the item is on Budget and Finance on Monday. Will keep you posted as you welcome to come. Starts at 4:00 p.m. Thanks

CHERYL ANDERSON KIDD, J.D., MRA
Council Administrator
Birmingham City Council
710 North 20th Street
Birmingham, Alabama 35203
(C) (205) 312-3899
(O) (205) 312-3229
Cheryl.Kidd@birminghamal.gov
www.birminghamal.gov
Twitter | YouTube | Instagram | Facebook



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 at the Cahaba Road/Hwy 280/Lane Park Road Intersection and a mini-roundabout at 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, the 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 completion 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.

Mr. Sam Gaston
March 1, 2016
Page 2

- 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 Minimis finding and approval by FHWA. It is expected to take 3-12 months to obtain approval of the Section 4(f) De Minimis.
- 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. Soin 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 Cawood 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 closed storm sewer pipe network and culverts require updating to meet the flows calculated in their study.
- Soin will contract Michael Wallwork, 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 Soin 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

Soin 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 of the Federal Highway Administration Kickoff meeting. The Categorical Exclusion Checklist document shall consist of evaluating:

- A. Project Area Description, Project Purpose and Need, and Proposed Project Description
- B. Land Use
- C. Socioeconomic Impacts
- D. 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

Mr. Sam Gaston
March 1, 2016
Page 3

- required under a supplemental agreement to this contract. A sub consultant will be required to evaluate threatened and endangered species (see attached proposal from Bhatte Environmental)
- E. Natural Features/Resources Impacts
 - a. A sub consultant will be required to evaluate Wetland Impacts (see attached scope and mandates from Bhatte Environmental)
 - b. A sub consultant will be required to evaluate Air Quality (see attached scope from Bhatte Environmental)
 - c. A sub consultant will be required to evaluate Noise Impacts (see attached proposal from AIC)
- F. Cultural Resources Impacts/Section 4(f) Findings
 - a. A sub consultant will be required to evaluate Historic Properties and Archeological Sites (see attached proposal from MRS Consulting)
 - b. 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 Minimis 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. A sub consultant will be required to evaluate Hazardous Materials sites (see attached scope from Bhatte Environmental)
- H. Permits Required
- I. Public Involvement Phase
 - a. A project informational packet along with mapping will be provided to ALDOT-ETS for their use in performing Early Coordination with all applicable parties.
 - b. A public involvement meeting will be prepared for and attended by Soin. Soin 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

Soin Associates will perform a Topographic and Right-of-Way survey at the intersection of Lane Park Road, Culler 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 at the Intersection of Cahaba Road and Lane Park Road and running Northwestward 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 Southeastward along Cahaba Road for approximately 350' (feet). The coverage area will extend to the Northeast and Southwest Right-of-Way of Cahaba Road.
- Beginning at the Intersection of Cahaba Road and Lane Park Road and running Northward 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.

APPENDIX 2

Mr. Sam Gaston
March 1, 2016
Page 4

- Beginning at the Intersection of Cahaba Road and the Entrance Ramp to Highway 280/Eton B. Stephens Expressway and running Southwestward along Entrance Ramp for approximately 800' (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 at the Intersection of Cahaba Road and Culler Road and running Eastward along Culler Road for approximately 200' (feet). The coverage area will extend to the North and South Right-of-Way of Culler 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 Northwestward 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 location 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 pipe. 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.

Soin 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) time). Rebar with plastic caps or nails with plastic washers will be set on the centerline cardinal points (PCs, PTs, Pts...) and wood stakes or point will be marked at 50' Stations.

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

Mr. Sam Gaston
March 1, 2016
Page 5



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, appraisals and obtaining the required takings and / or temporary construction easements.

Traffic

Soin 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/Culler Road. We will also collect 95-hour bidirectional traffic information (volume, classification and speed) on US-280 connector, Lane Park Road, Culler Road, and Cahaba Road (north and south of the intersection). The cost to collect traffic information is included in our fee proposal.

Mr. Sam Gaston
March 1, 2016
Page 6

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 fits in to the drain.
- F. Prepare designs and detailed contract plans at 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 layouts.
- 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 appraisals 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.

Mr. Sam Gaston
March 1, 2016
Page 7

- K. A concept plan of the roundabout will be submitted to the City and ALDOT for approval. This submittal will serve as the 30% review and a formal meeting of 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 Bhat 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 irons, setting of metal caps for control or centerline points, ALTA/ACSM or Boundary survey, pathing of utilities, subsurface utility exploration (SUE), additional reviews by ALDOT other than those cited in this proposal, or acquisition or appraisals.

Anticipated cost for design of intersection improvements: **\$307,580**

Fee breakdown is as follows:

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

APPENDIX 2

Mr. Sam Gaston
March 1, 2016
Page 8

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



Project No. _____
 County Jefferson
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout
 Scope of Work Intersection Improvement
 Project Length 0.30 Miles

Consultant San Associates

Supporting Documentation for ROW Fee Proposal

Date of Research	Parcel Tax ID #	# of Tracts
2/16/2016	100 08 2 002 001.0	1
2/16/2016	100 08 2 002 010.0	1
2/28/2016	100 08 2 001 007.0	1
2/24/2016	100 08 2 001 008.0	1
2/28/2016	100 08 2 003 004.0	1
2/26/2016	100 08 2 003 005.0	1
Total Tracts:		6

Form Revised 7-30-13

Project No. _____
 County Jefferson
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout
 Scope of Work Intersection Improvement
 Project Length 0.30 Miles

Consultant San Associates

ROW Map, Tract Sketches and Deeds

Task	Engineer	Year/CAD	Civil
Estimated number of tracts	6		
Task A: ROW Map	2.00	2.50	0.00
Task B: Tract Sketches	1.50	2.00	0.00
Task C: Deeds	0.00	0.00	0.00
TOTALS	3.50	4.50	0.00

Note: A "Tract" is all property of a single owner acquired by ALDOT. This includes all parcels, drainage easements, construction easements, etc.

Project No. _____
 County Jefferson
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout
 Scope of Work Intersection Improvement
 Project Length 0.30 Miles

Consultant San Associates

Fee Proposal (ROW Map, Tract Sketches & Deeds)

PERSONNEL COST	Mandays x Daily Rate	
Project Manager (10% of Eng)	0.50 \$ 360.96	\$ 180.48
Engineer	5.00 \$ 434.88	\$ 2,174.40
Engineering Technician/CADD	0.50 \$ 268.08	\$ 1,340.40
Civilian	0.00 \$ 168.96	\$ -
Total Direct Labor		\$ 4,084.27
Combined Overhead (%)	183.62	\$ 7,499.54
Out-of-Pocket Expenses**		\$ -
Sub-Total		\$ 11,583.81
Operating Margin (10%)		\$ 1,158.38
Sub-Total		\$ 12,742.19
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)		
		\$ -
Subconsultant Administration Expense (5%)		\$ -
Sub-Total		\$ 12,742.19
Facilities Capital Cost of Money (% of Direct Labor)	0.58	\$ 22.87
TOTAL FEE		\$ 12,765.06

**See Grand Total Fee sheet

Form Revised 1-3-13

Project No. _____
 County Jefferson
 Description Cahaba Road/Hwy 280/Lane Park Road roundabout
 Scope of Work Intersection Improvement
 Project Length 0.30 Miles

Consultant San Associates

Out-of-pocket Expenses (ROW Map, Tract Sketches & Deeds)

TRAVEL COST	Trips	Miles/Trip	Rate	Total	
Mileage Cost	0	0	\$0.540	\$ -	
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	\$30.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)**	0	0	\$75.00	\$ -	
Total Subsistence Cost				\$ -	
Total Travel Cost				\$ -	
PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	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					\$ -

Comments:

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

Form Revised 1-3-13

3/1/2018 Alabama Department of Transportation 129 PM

MRS Consultants, LLC.

Cultural Resource Specialists Phase I Assessments Section 106 Compliance

February 24, 2016

Jennifer G. Brown
 San Associates, Inc
 Two Perimeter 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 Mr. 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 Oliver 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 impacts.

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

APPENDIX 2

Project No. _____			
County Jefferson			
Description Cahaba Road/Highway 280/Lane Park Road roundabout			
Scope of Work Intersection Improvement			
Project Length 0.30 Miles			
Consultant San Associates			
Out-of-pocket Expenses (Roadway Plans)			
TRAVEL COST			
Mileage Cost			
	Trips	Miles/Trip	Rate
Site Visit	1	28	\$0.540
Plan in Hand	1	28	\$0.540
PSLF	1	28	\$0.540
Meetings with property owners, City consultants	10	30	\$0.540
Total Mileage Cost			\$188.46
Subsistence Cost			
	Days	\$/Person	Rate
Travel allowance (8 hour trips)	5	2	\$11.25
Travel allowance (12 hour trips - meal provided by others)	0	0	\$70.00
Travel allowance (12 hour trips)	0	0	\$50.00
Travel allowance (overnight)**	0	0	\$75.00
Total Subsistence Cost			\$112.50
Total Travel Cost			\$299.96
PRINTING / REPRODUCTION COST			
Type of printing/reproduction	# of Sets	Sheet/Set	Total Sheet/Sheet
Plan in Hand	25	100	2500
PSLF	25	115	2875
Quality Control	12	115	1380
Construction Bureau	11	115	1265
Office Engineer	0	0	0
Total Printing/Reproduction Cost			\$3,934.40
Communication Cost (telephone, fax, etc.)			
Total			\$ -
Postage Cost (overnight, stamps, etc.)			
Total			\$ 1,000.00
Other (provide description on next line)			
AOEM Permit			\$ 1,000.00
Total Out-of-pocket Expenses			\$ 9,178.34
Comments:			

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

Form Revised 1-3-13

MRS Consultants, LLC 2
 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) 242-8650. 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

MRS Consultants, LLC 3
 Cahaba Road-Highway 280 Intersection Improvements, Jefferson County, AL

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
Laboratory Report/Drafting/Structural Forms			
Archaeological Technician	2.00	\$250.00	\$500.00
Cultural Resource Specialist	6.00	\$350.00	\$2,100.00
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 Bailey, P.E.

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

Dear Ms. Bailey:

Based on our discussions Bhate Environmental Associates, Inc. (Bhate) is pleased 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 prepare 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 205 918 4000 fax 205 918 4050
1408 11th Avenue South, Suite 100 Birmingham, Alabama 35209



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.

APPENDIX 2



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 redolomorphic features of the substrate. 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 mitigations 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

Bhate 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	\$2,000
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,
Sain Environmental Associates, Inc.

R. DeLeon
Program Manager



ATC Group Services LLC
200 Washington Manor Court
Suite 100
Birmingham, AL 35207
Phone: +1 205 733 8716
Fax: +1 205 733 8254
www.atcgroup.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) 283-2169
Cell: (205) 910-2699
Email: alicia@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 Lane 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).

APPENDIX 2

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.³

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.

³ 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 29, 2016



Task	Deliverable Format	Schedule
Field Work	N/A	Commence within 10 business days of receipt of written authorization to proceed. ⁴
Preliminary Findings	Via email	Within 15 - 21 business days following completion of Field Work.
Draft report	Via email	Within 15 business days of completion of Preliminary Findings.
Final report	1 electronic copy	Within 15 business days of receipt of Sain's comments on Draft Report.

Hardcopies 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 the 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,

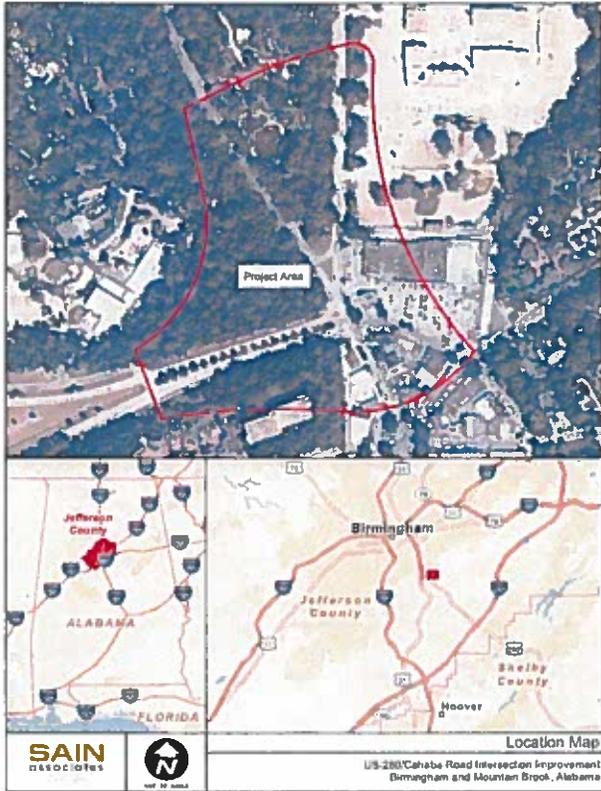
ATC Group Services LLC

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

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

Enc: Sain Supplied Information
Proposal Acceptance Agreement
Client Services Agreement

⁴ The schedule can change due to weather conditions and access-related issues.



BHATE
 Bhat Geosciences Corporation
 Geotechnical Materials & Environmental Engineers
 8117 P Avenue South
 Birmingham, Alabama 35212
 Phone: (205) 991-7163
 Fax: (205) 991-7184
 Web: www.bhate.org/usa

February 24, 2016

Ms. Alicia Bailey, P.E.
 Sain Associates, Inc
 234 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: 8512-1G

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.

QUALITY • SERVICE • EXCELLENCE • SAFETY

APPENDIX 2

- **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 to gain access 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-undisturbed 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 Pavement 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 widenings. 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.

BHATE
 Bhat Geosciences Corporation

BHATE
 Bhat Geosciences Corporation

- 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 areas 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 Salt 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 surface 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 the 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 Jabell
Dennis Jabell
Project Professional
Charles R. Burgin
Charles R. Burgin, P.G., P.E.
Principal



February 18, 2016

Alicia Bailey PE
Team Leader, Transportation
Two Perimeter Park South, Suite 500 East
Birmingham, AL 35241

RE: Cahaba Rd Hwy 280 assist with construction plan preparation for 2 roundabouts

Dear Alicia,

I am pleased to submit this proposal to undertake the following scope of services to assist your company with developing construction plans for this project.

SCOPE OF SERVICES

- 1. Revise capacity analysis to confirm roundabout lane arrangements
- 2. Review and refine the roundabout layouts that your company prepares checking vehicle paths and speed as when as A.D.A. requirements etc.
- 3. Provide assistance on construction staging and maintenance of traffic
- 4. Undertake 2 construction plan reviews

MATERIALS TO BE PROVIDED

- 1. Peak hour fully directional traffic counts.
- 2. AutoCAD files with modified layouts
- 3. Construction plans for reviews

DELIVERABLES

- 1. A short report that includes a summary of the analysis
- 2. Suggestions for roundabout layout refinement as needed
- 3. AutoCAD files with suggested refinements
- 4. Construction plan reviews

[This page is blank intentionally]

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, ALABAMA
JUNE 13, 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 13th day of June, 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
Lawrence T. Oden, Mayor

Absent: Alice B. Womack

Also present were City Attorney Steve Stine, City Manager Sam Gaston and City Clerk Steven Boone.

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

1. CONSENT AGENDA

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

Approval of the minutes of the May 9, 2016 regular meeting of the City Council.

2016-068	Recommend to the ABC Board the issuance of an 040 – Retail Beer (On or Off Premises) and an 060 – Retail Table Wine (On or Off Premises) licenses to Crestline Piggly Wiggly, LLC	Exhibit 1, Appendix 1
2016-069	Declare a 2008 Dodge Dakota SLT truck (VIN 1D7HW48N38S638743) surplus and ratifying its sale for fair value [car was totaled by insurance carrier as a result of a fire]	Exhibit 2, Appendix 2
2016-070	Reappoint Thomas George Luckie to the Mountain Brook Board of Education, to serve without compensation through May 31, 2021	Exhibit 3
2016-071	Set a public hearing for July 11, 2016 at 7 p.m. to consider an ordinance amending Sec. 129-295 of the City Code regarding open houses, home tours, and special events in residential zoning districts	Exhibit 4
2016-072	Set a public hearing for July 11, 2016 at 7 p.m. to consider an ordinance amending Articles I, X, XI, XII of the City Code regarding office uses and medical clinics	Exhibit 5
2016-073	Approve the lunchtime restaurant conditional use [lunch service] application for Biscuit Boy at 2708 Culver Road	Exhibit 6, Appendix 3
2016-074	Appoint the City Clerk as Election Manager for the August 23, 2016 general municipal election and any related run-off election held thereafter	Exhibit 7

2016-075	Authorize the execution of an agreement with Details Communications, Inc. for website design and development services for the Emmet O'Neal Library	Exhibit 8, Appendix 4
2016-076	Authorize the execution of a release agreement with Brookwood Baptist Church with respect to the May 3, 2016 private water main rupture caused by a defective [private] fire hydrant	Exhibit 9, Appendix 5
2016-077	Approve the conditional [service] use application for Back-on-Track Chiropractic at 2031-B Cahaba Road, Mountain Brook [Local Business District]	Exhibit 10, Appendix 6

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and their immediate adoption was moved by Council President Pro Tempore Prichard. The minutes and resolutions were then considered by the City Council. Council member Shelton seconded the motion to adopt the foregoing minutes and resolutions. 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

Nays: None

Council President Smith thereupon declared that said Council minutes and resolutions (Nos. 2016-068 through 2016-077) are adopted by a vote of 4–0 and as evidence thereof she signed the same.

2. CONSIDERATION OF A RESOLUTION (NO. 2016-078) REAFFIRMING RESOLUTIONS 2015-164 THROUGH 167 ADOPTED ON NOVEMBER 9, 2015 CONCERNING THE COST SHARING AGREEMENT BETWEEN THE CITY, CITY OF BIRMINGHAM, AND ALABAMA DEPARTMENT OF TRANSPORTATION WITH RESPECT TO THE ROUNDABOUT IMPROVEMENTS, ALDOT PROJECT CMAQ-3715() (EXHIBIT 11, APPENDIX 7)

The resolution was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council member Shelton made a motion for the adoption of said resolution. The motion was seconded by Council President Pro Tempore Pritchard. Thereupon, Council President Smith called for vote with the following results:

Ayes: Virginia C. Smith, Council President
William S. Pritchard, III, Council President Pro Tempore
Lloyd C. Shelton

Nays: Jack D. Carl

The Council President Smith declared that the said resolution (No. 2016-078) is hereby adopted by a vote of 3–1 and, as evidence thereof, she signed the same.

3. CONSIDERATION OF AN ORDINANCE (NO. 1953) AMENDIUNG ARTICLE VI OF THE CITY CODE WITH RESPECT TO THE CITY'S DISASBILITY DISCRIMINATION GRIEVANCE PROCEDURE (APPENDIX 12, APPENDIX 8)

The ordinance was introduced in writing by Council President Smith who then invited questions and comments from the audience.

There being no comments or discussion, Council President Smith called for a motion. Council President Pro Tempore Pritchard made a motion that all rules and regulations which, unless suspended, would prevent the immediate consideration and adoption of said ordinance be suspended, and that unanimous consent to the immediate consideration of said ordinance is given and that the reading of the ordinance at length be waived. The motion was seconded by Council member Carl and was carried, as follows:

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

Nays: None

The Council President Smith declared the motion carried by a vote of 4—0.

After said ordinance had been considered in full by the Council, Council President Pro Tempore Pritchard then moved for the adoption of said ordinance. The motion was seconded by Council President Smith. Thereupon, Council President Smith called for vote with the following results:

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

Nays: None

The Council President Smith declared that the said ordinance (No. 1953) is hereby adopted by a vote of 4—0 and, as evidence thereof, she signed the same.

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

Council President Smith announced that the next meeting of the Mountain Brook City Council will be held on Monday, June 27, 2016 at 7:00 p.m. in the Council Chamber of City Hall located at 56 Church Street, Mountain Brook, AL 35213. Please visit the City's web site (www.mtnbrook.org) for more information.

5. ADJOURNMENT

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

6. CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, certify the above is a true and correct transcript of the regular meeting of the City Council of the City of Mountain Brook, Alabama held at City Hall, Council Chamber (Room A 108) on June 13, 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. 2016-068

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that the City Council hereby recommends to the State of Alabama, Alcoholic Beverage Control Board, the issuance of a 040 – Retail Beer (On or Off Premises) License and a 060 – Retail Table Wine (On or Off Premises) License to Crestline Piggly Wiggly, LLC (trade name Crestline Piggly Wiggly) located at 41 Church Street, Mountain Brook, AL 35213.

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

APPENDIX 1

EXHIBIT 2

RESOLUTION NO. 2016-069

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

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

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

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

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

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

APPENDIX 2

EXHIBIT 3**RESOLUTION NO. 2016-070**

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

EXHIBIT 4**RESOLUTION NO. 2016-071**

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

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

“NOTICE OF PUBLIC HEARING**PROPOSED ZONING CODE NOTICE**

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

‘ORDINANCE NO.

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

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

1. **“(c) Open Houses, Home Tours and Special Events.** Open houses, home tours and other special events (“Special Events”) advertised for ticket sales to the general public wherein a residential premise or part thereof is made open to the public for a fee, donation or other remuneration or otherwise for commercial or charitable purposes may be conducted in the residential districts of the city under the conditions specified herein below. Such uses shall also be subject to the same monitoring and enforcement procedures set forth in article XXIII of this chapter (applicable to home occupation).
 - (1) No more than one (1) such Special Event shall be conducted at any one residential premises during any one calendar year.
 - (2) Such Special Event shall be limited to a maximum of six (6) days in duration which days must be within a sixteen (16) day period beginning with the first day of the event.

- (3) Goods sold at the Special Event shall be limited to inside the premises or the rear yard, and may not be visible from any public street.
 - (4) A permit shall be required for each Special Event for which a fee to help defray the cost of issuing the permit will be charged in accordance with article XXVII of this chapter. Application for such permit, in the form and with all information requested by the city, must be submitted to the City Manager at least thirty (30) days prior to the date upon which the Special Event is scheduled to begin.
 - (5) If, after review of the application, the City Manager determines that the parking or the public rights of way are insufficient to handle anticipated traffic volume for the Special Event, the City Manager may require the use of remote parking areas and shuttle buses or valet services, the engagement of law enforcement officers by the applicant to assist with vehicular traffic or other measures designed to reduce the impact on surrounding properties and the public rights of way in the area.
 - (6) For the purposes of this section, an open house or home tour conducted for the sole purpose of marketing or sale of the residential premises themselves and for which a fee, donation or other remuneration is not collected shall be permitted and shall not be subject to the conditions in this subsection.
2. **Repealer.** All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
 3. **Severability.** If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
 4. **Effective Date.** This ordinance shall become effective immediately upon adoption and publication as provided by law.”

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

EXHIBIT 5

RESOLUTION NO. 2016-072

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

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

**“NOTICE OF PUBLIC HEARING
PROPOSED ZONING CODE NOTICE**

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

‘ORDINANCE NO.

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

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

Section 1.

“Article I. - Definitions

Section 129-2. Definitions

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

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

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

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

Article X. – Professional District

Sec. 129-151. - Permitted uses.

The uses permitted in Professional Districts shall be as follows:

- (1) ~~Professional offices; occupied by accountants, architects, attorneys, dentists, engineers, insurance agents, physicians, realtors, surgeons or persons conducting similar occupations or professions;~~
- (2) Private schools for the teaching of dancing, music or other educational courses; and
- (3) The design and assembly of frames for paintings, pictures, photographs, posters, lithographs, shadow boxes and similar items; and
- (4) Accessory structures customarily incidental to the uses permitted by this section 129-151.

Article XI. – Office Park District

Sec. 129-171. - Permitted uses.

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

- (1) Professional offices;
- (2) Business offices;
- (3) Clinics, medical and dental;
- (4) Public buildings;
- (5) Gymnasiums and fitness centers;
- (6) Daycare centers;
- (7) Restaurants;
- (8) Dressmaking, millinery, sewing, tailoring, alterations, knitting and crocheting; provided, that any person engaged in dressmaking, millinery, sewing, tailoring or alterations may conduct trunk sales at his place of business, subject to the following conditions: (a) as used herein, "trunk sale" shall mean the sale of new clothes, clothing accessories and other consumer goods by means of the purchaser ordering the finished goods from samples and/or catalogs which are available for inspection at the place of business during the trunk sale; (b) no more than four trunk sales may be conducted at the place of business during any calendar year; and (c) no trunk sale may last for more than five days, which days must be consecutive.
- (9) Laboratories for the compounding and sale of prescription drugs;
- (10) Building and office cleaning services whose primary business is the cleaning of buildings and offices located in the same Office Park District in which the cleaning service is located;
- (11) Not more than ten percent of the rentable floor area in a building or buildings located on a parcel in an Office Park District may be used for retail establishments; provided, that: (a) all such retail businesses shall be designed and intended for the support of the other uses permitted under this section 129-171 and shall not be designed or intended to attract business or customers from without such Office Park District and provided, further, that such retail use shall be subject to the prior approval of the planning commission; and
- (12) Accessory structures customarily incidental to the uses permitted in an Office Park District.

Article XII. – Local Business

Section 129-192 Permitted Uses

(b) Conditional Uses.

- (1) **Service uses** shall be conditional uses in any area covered by a village master plan or the village overlay standards. The conditional review and approval process shall ensure that, in addition to the other factors of conditional review, sufficient parking exists so that the use will not negatively impact existing established businesses, and that the proposed service use, either in isolation or in conjunction with other service or office uses, will not have a detrimental impact on public parking in the villages. The service use category consists of businesses that offer customers services for the performance and delivery on premises, and may offer some limited products or merchandise associated with the service. The service use category includes the following uses:
 - a. Banks;
 - b. Barber shops;
 - c. Beauty shops;
 - d. Dancing academies;
 - e. Daycare centers;
 - f. Dry cleaning establishments;
 - g. Electronic and electrical repair shops;
 - h. Fitness centers;

- i. Gymsnasiums;
 - j. Interior Design Shops
 - k. Nail Salons
 - l. Neuromuscular therapists;
 - m. Personal fitness trainers;
 - n. Photography studios;
 - o. Physical therapists;
 - p. Self-service laundries;
 - q. Shipping and wrapping of packages and sale of related items;
 - r. Shoe repair shops;
 - s. Tanning salons;
 - t. Theaters for the performing arts;
 - u. Travel agents.
- (2) **Office uses** shall be conditional uses in any area covered by a village master plan or the village overlay standards. The conditional review and approval process shall ensure that, in addition to the other factors of conditional review, sufficient parking exists so that the use will not negatively impact existing established businesses, and that the proposed office use, either in isolation or in conjunction with other service or office uses, will not have a detrimental impact on public parking in the villages. ~~The office use category consists of businesses that provide employment and space for the administrative affairs of businesses, but that do not generally involve frequent or intensive interactions by clients or general consumers on a daily basis, and where the delivery of the product or service does not necessarily need to occur on the premises.~~ The office use category includes the following uses:
- a. Business offices;
 - b. ~~Interior design shops~~ *(added to Service Uses above)*
 - b. Professional offices.

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

5. **Repealer**. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Mountain Brook, Alabama that are inconsistent with the provisions of this ordinance are hereby expressly repealed.
6. **Severability**. If any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.
7. **Effective Date**. This ordinance shall become effective immediately upon adoption and publication as provided by law.”

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

EXHIBIT 6**RESOLUTION NO. 2016-073**

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

APPENDIX 3

EXHIBIT 7**RESOLUTION NO. 2016-074**

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

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

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

EXHIBIT 8**RESOLUTION NO. 2016-075**

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

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

APPENDIX 4

EXHIBIT 9**RESOLUTION NO. 2016-076**

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

APPENDIX 5

EXHIBIT 10**RESOLUTION NO. 2016-077**

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

APPENDIX 6**EXHIBIT 11****RESOLUTION NO. 2016-078****ACKNOWLEDGEMENT CONCERNING
RESOLUTION NOS. 2015-164 THROUGH 167**

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

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

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

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

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

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

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

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

- (v) the City Finance Director shall take appropriate actions to fund the City's anticipated share of the local expense of the Project from its general budget.

APPENDIX 7

EXHIBIT 12

ORDINANCE NO. 1953

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

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

1. “ARTICLE VI. – DISABILITY DISCRIMINATION GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 8

2016-068



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160523144135474

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) State: 51000 County: 575 000
Trade Name: CRESTLINE PIGGLY WIGGLY Filing Fee: \$100.00
Applicant: CRESTLINE PIGGLY WIGGLY LLC Transfer Fee:
Location Address: 41 CHURCH STREET MOUNTAIN BROOK, AL 35213
Mailing Address: 3349 INDEPENDENCE DR, SUITE 100 BIRMINGHAM, AL 35209
County: JEFFERSON Tobacco sales: YES Tobacco Vending Machines: 0
Type Ownership: LLC

Book, Page, or Document Info: LR201511 7174
Date Incorporated: 02/23/2015 State Incorporated: AL County Incorporated: JEFFERSON
Date of Authority: 02/23/2015 Alabama State Sales Tax ID: R009134987

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Includes Andrew John Virgilio, Naseem A. Aljouny, and Basim Aljouny.

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Contact Person: NASEEM AJLOUNY Home Phone: 205-531-7415
Business Phone: 205-879-8080 Cell Phone: 205-531-7415
Fax: C-Email: KARI@BRUCEDOWNSCPA.COM

PREVIOUS LICENSE INFORMATION
Trade Name: CRESTLINE PIGGLY WIGGLY License 1: 050-01086637
Applicant: CRESTLINE PIGGLY WIGGLY LLC License 2: 070-01066637



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160523144135474

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

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

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

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

Table with 4 columns: Name, Violation & Date, Arresting Agency, Disposition. All cells are empty.

APPENDIX I



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160523144135474

Initial each
In reference to law violations, I attest to the truthfulness of the responses given within the application
In reference to the Lease/tenancy ownership, I attest to the truthfulness of the responses given within the application.
In reference to ACT No. 80-678, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by the application.
In reference to Special Permit or Special Events retail license, I agree to comply with all applicable laws and regulations concerning the class of license, and to observe the special terms and conditions as indicated within the application.
In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
In accordance with Alabama Rules & Regulations 20-2-5-.21(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 20, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
The undersigned, if issued a license as herein requested, further agree to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in the State. The undersigned, if issued a license as herein requested, also agrees to show and hereby makes duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensee premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violates any provisions of the aforementioned laws he or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no change in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
I hereby swear and affirm that I have read the application and all guarantees, terms and facts set forth are true and correct, and that the applicant is the only person involved in the business for which the license is required.

Applicant Name (print): NASEEM A. ALJOUNY
Signature of Applicant: [Signature]
Notary Name (print): Valencia Johnson
Notary Signature: [Signature] Commission expires: 4-22-18

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



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION

Confirmation Number: 20160523144135474

Private Clubs / Special Retail / or Special Events licenses ONLY

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

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

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

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

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

Alcohol License Application

Page 1 of 1

KAC:Min

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20160523144135474

Application Payment Confirmation Number: 25184408

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

Application Information

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

Continue

Telephone Support: 800-368-3468 or support@alabamainteractive.com

Version 1.1.1

https://www.alabamainteractive.org/abc_initial_license/CreditCard.do

5/23/2016

Receipt Confirmation Page

Receipt Confirmation Number: 20160523144135474
 Application Payment Confirmation Number: 25184408

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

License Payment Confirmation Number:			
Payment Summary			
Payment Item	Quantity	Unit Price	Total Price
040 - RETAIL BEER (ON OR OFF PREMISES)	1	\$100.00	\$100.00
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	1	\$100.00	\$100.00
Total Amount to be Charged			\$200.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 040 - RETAIL BEER (ON OR OFF PREMISES)
 License Type 2: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)
 License County: JEFFERSON
 Business Type: LLC
 Trade Name: CRESTLINE PIGGLY WIGGLY
 Applicant Name: CRESTLINE PIGGLY WIGGLY LLC
 Location Address: 41 CHURCH STREET
 MOUNTAIN BROOK, AL 35213
 Mailing Address: 3349 INDEPENDENCE DR, SUITE 100
 BIRMINGHAM, AL 35209
 Contact Person: NASEEM ALDOUNY
 Contact Home Phone: 205-531-7415
 Contact Business Phone: 205-878-8080
 Contact Fax:
 Contact Cell Phone: 205-631-7415
 Contact Email Address:
 Contact Web Address:

APPENDIX 1



CITY OF MOUNTAIN BROOK

P. O. Box 130009
 Mountain Brook, Alabama 35213-0009
 Telephone 205 822 1400
 Facsimile 205 879 6913
 www.mtnbrook.org

June 14, 2016

Ms. Valencia Johnson
 Alabama ABC Board
 234 Aquarius Drive, Suite 103
 Homewood, AL 35209

205-822-2462

Gentlemen:

Attached is a copy of a resolution passed at the June 13, 2016, City Council meeting recommending the issuance of a 040 - Retail Beer (On or Off Premises Only) and a 060 - Retail Table Wine (On or Off Premises Only) licenses 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 802-3825.

Sincerely,

Steven Boone
 City Clerk

Enclosure

c: Nasoon Ajlouny
 c/o lsari@brucequinn.com

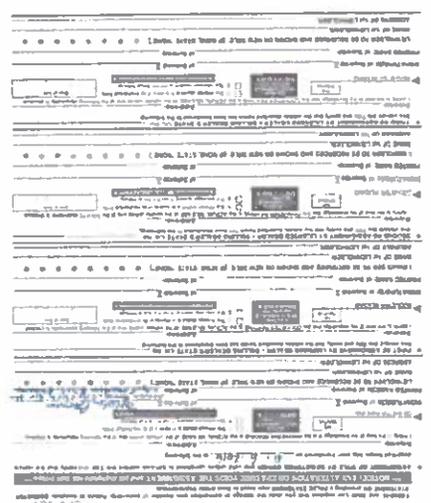
Xerox WorkCentre 7970 Configuration Report
Comment User Data
Machine Profile
Machine Hardware
Component Setup
Component Overview

Configuration Report
Comment User Data
Machine Profile
Machine Hardware
Component Setup
Component Overview



Xerox WorkCentre 7970 Configuration Report
Comment User Data
Machine Profile
Machine Hardware
Component Setup
Component Overview

Configuration Report
Comment User Data
Machine Profile
Machine Hardware
Component Setup
Component Overview



Printed: 06/16/2016 10:07 AM

2016-069

CCC ONE MARKET VALUATION REPORT

REPORT SUMMARY

Table with columns: Item, Value. Includes VIN, License, and Insurance information.

INSURANCE INFORMATION

Table with columns: Item, Value. Includes Coverage, Deductible, and Co-pay information.

VALUATION SUMMARY

Table with columns: Item, Value. Includes Base Vehicle Value, Adjusted Vehicle Value, and Total Value.

CCC ONE Market Valuation Report Summary
This report provides a detailed analysis of the vehicle's value based on market data and insurance information.

CCC ONE MARKET VALUATION REPORT

VALUATION METHODOLOGY

Infographic showing valuation methodology steps: 1. Vehicle Information, 2. Market Data, 3. Adjustments, 4. Final Valuation.

Copyright © 2016 CCC ONE Market Valuation Report. All Rights Reserved.

CCC ONE MARKET VALUATION REPORT

VEHICLE INFORMATION

Table with columns: Item, Value. Includes VIN, License, and Insurance information.

VEHICLE ALLOWANCES

Table with columns: Item, Value. Includes Depreciation, Sales Tax, and License Fee.

CCC ONE Market Valuation Report Summary
This report provides a detailed analysis of the vehicle's value based on market data and insurance information.

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Table with columns: Component, Description, Status. Lists various vehicle features like ABS, Air Conditioning, Power Windows, etc.

As the set of the equipment of the vehicle has been reviewed, the following information is provided as the basis for the determination of the value of this vehicle.

VEHICLE INFORMATION

VEHICLE EQUIPMENT

Table with columns: Component, Description, Status. Lists vehicle features like ABS, Air Conditioning, Power Windows, etc.

As the set of the equipment of the vehicle has been reviewed, the following information is provided as the basis for the determination of the value of this vehicle.

VEHICLE CONDITION

COMPARABLE VEHICLES

Table with columns: Component, Description, Status, Value. Lists comparable vehicles with their respective values.

The vehicle condition is based on the visual inspection of the vehicle and the information provided by the owner. The condition is based on the visual inspection of the vehicle and the information provided by the owner.

VEHICLE CONDITION

COMPARABLE VEHICLES

Table with columns: Component, Description, Status, Value. Lists comparable vehicles with their respective values.

The vehicle condition is based on the visual inspection of the vehicle and the information provided by the owner. The condition is based on the visual inspection of the vehicle and the information provided by the owner.

COMPARABLE VEHICLES

Table with columns: Component, Description, Status, Value. Lists comparable vehicles with their respective values.

The vehicle condition is based on the visual inspection of the vehicle and the information provided by the owner. The condition is based on the visual inspection of the vehicle and the information provided by the owner.

COMPARABLE VEHICLES

Table with columns: Component, Description, Status, Value. Lists comparable vehicles with their respective values.

The vehicle condition is based on the visual inspection of the vehicle and the information provided by the owner. The condition is based on the visual inspection of the vehicle and the information provided by the owner.

VALUATION NOTES

REGULATORY DISCLOSURE: This report is prepared for the use of the client only and is not to be distributed to any other party. CCC ONE is not responsible for any errors or omissions in this report.

REGULATORY DISCLOSURE: This report is prepared for the use of the client only and is not to be distributed to any other party. CCC ONE is not responsible for any errors or omissions in this report.

VEHICLE HISTORY INFORMATION

VEHICLE HISTORY INFORMATION: VIN: 1G1ZC3E062L111111, Year: 2012, Make: Chevrolet, Model: Equinox.

EXPERIAN AUTOCHECK VEHICLE HISTORY REPORT

EXPERIAN AUTOCHECK VEHICLE HISTORY REPORT: RESULTS FOUND: No Accidents Reported Found, No Title Loans Reported Found, No Salvage Reported Found.

EXPERIAN AUTOCHECK VEHICLE HISTORY REPORT: RESULTS FOUND: No Accidents Reported Found, No Title Loans Reported Found, No Salvage Reported Found.

FULL HISTORY REPORT RUN DATE: 06/02/2016

Below are the history reports for this VIN as reported in the vehicle's title.

Table with columns: VIN, PLATE, REGISTRATION, TITLE, SOURCE, TITLE. Row 1: 015211A, AL, 06/02/2016, AL, 015211A.

REGISTRATION: 06/02/2016, AL, 06/02/2016. TITLE: 015211A, AL, 06/02/2016.

NHTSA VEHICLE RECALL

NHTSA Campaign ID: 15V-388, NHTSA Recall Date: 06/17/15.

COMPONENT: AIR BAGS. Description: Air bags may not inflate properly in certain crash situations.

RECALL: 15V-388, NHTSA Recall Date: 06/17/15. Description: Air bags may not inflate properly in certain crash situations.

APPENDIX 2

J:\Minutes & Agendas\Council\2016\20160613 Minutes.doc

June 13, 2016



CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building
& Sustainability
36 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/822-3821
Fax: 205/879-6913
d hazen@mountainbrook.org
www.mtbrook.org

2016-073

4 May 2016

Dear Ladies and Sirs:

DATE: May 5, 2016
TO: Mayor, City Council, City Manager, City Attorney
FROM: Dana Hazen, City Planner
RE: Conditional Use for Biscuit Boy (11am-1pm lunch service)
2708 Culver Road (previous iRevive and Melanie Founds Interiors) Mountain Brook Village

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

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

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

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

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

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

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

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

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

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

APPENDIX 3

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

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

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

Respectfully,

Tom Sheffer

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

- BISCUIT BOY
Egg & Cheese
Bacon
Sausage
Cornucuh
Country Ham
Chicken
Hot Chicken
Hot Brown
Cuban
PBLT (on English Muffin)
Burger Boy
Sloppy Joe
Pulled Pork (+stew)
Benedict Boy (on English muffin or biscuit)
Early Rise (egg/meat/cheese/hois)
PBBoy (w/ corniback sauce)
Burger Boy (four size)

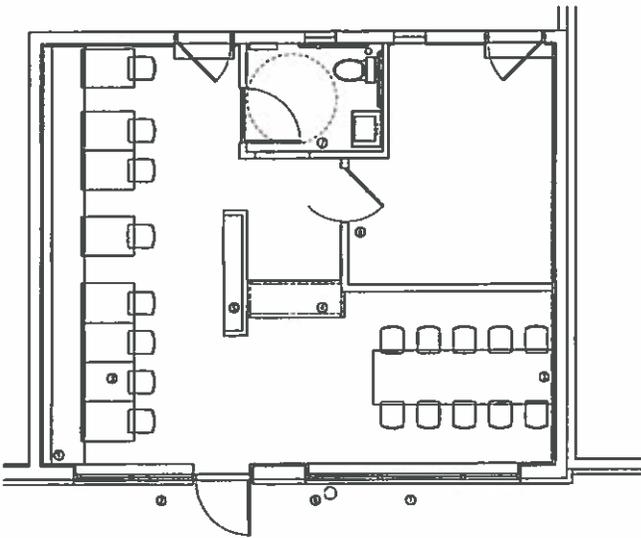
- GRAVY
Sausage
Red-Eye
Smoked Tomato
Chocolate
Gravy Flight (choice of three)

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

- SALAD
Kale Salad (cranberry-vine vinaigrette/biscuit croutons)

BREAKFAST PLATE

- POOCH
Good Boy! (dog biscuit)



- REAR**
- 1 14' x 6' OVERHEAD DOOR
 - 2 NEW FRESH STOCKING AND DOOR
 - 3 SEATING
 - 4 COUNTER
 - 5 DRIVE SECTION
 - 6 BENCH
 - 7 SELF-SERVICE
 - 8 CAR ENTRY
 - 9 IMPROVED HALL

BISQUIT BOY - SPITFIRE REALTY
2708 E. 1st Ave.
Houston, TX 77002

FLOOR PLAN
ARCHITECTURE BY: [unreadable]
SCALE: 1/4" = 1'-0"
DATE: 6/13/16



APPENDIX 3



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

Time	Petticoat # vacant	Montevello # vacant	Culver # vacant	Total Vacant	Cars Parked at Western 11:30-1:00
11:30	13	9	3	25	3
11:45	12	10	2	24	to Snek's Pet's
12:00	12	14	2	28	to AB Egg
12:15	16	15	2	33	
12:30	19	15	3	37	
12:45	20	13	3	36	
12:50	19	14	2	35	
12:55	17	13	3	33	
Average	16	13	2		

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

APPENDIX 3

Parking observations from Tom Sheffer

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

- Petticoat - 19 spaces average
- Montevello - 13-14 spaces
- Culver - 6 spaces average
- Canterbury (the strip between Petticoat and the circle) - 10 average
- Western - just 6-8 people using and going to Another Broken Egg or Snek's Pet's (fewer than perhaps expected)

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

VIEWED TO BE THE BEST

ARCHITECT: *Spitlin Blay*

CONTRACTOR: *Hit Boat Villan*

LOCATION: *2710 Culver Rd Hit Boat*

DATE: _____

ARCHITECT: *Spitlin Blay*

PRODUCTS: *Spitlin Blay*

Didn't Include Spaces in front of *Barton Clay*

Time	Petticoat	Montevello	Culver	Canaba
1:30	11	8	3	5
1:45	9	8	3	6
2:00	10	6	5	5
2:15	13	12	3	11
2:30	12	3	4	8
2:45	11	2	4	7
2:50	13	3	2	4
2:55	12	4	3	4
14	91	46	27	50
mon 11:37		5.75	3.77	6.25

Cars Parked at Western Lot: 3 - Snek's Pet's, 3 - Another Egg

Thursday May 27 Sunny-Hazy

Time	Petticoat	Montevello	Culver	Canaba
3:0	5	3	5	2
3:15	7	9	3	2
3:30	8	7	4	3
3:45	14	7	5	4
4:00	14	5	7	5
4:15	13	4	5	5
4:30	12	4	5	6
4:45	13	5	4	6
4:1	86	44	38	34
mon 10:25		5.5	4.75	4.25

at Western lot: 4 - Snek's Pet's, 3 - Another Egg

www.jfday.com

J.F. DAY & COMPANY, INC.
Committed to Excellence Since 1916

ALABAMA: 1-800-625-3230 Birmingham, AL 1-800-368-1779 Huntsville, AL 800-958-3771 Mobile, AL 1-800-363-3200 Montgomery, AL

FLORIDA: 1-877-726-2246 Jacksonville, FL 1-800-777-4400 Pensacola, FL 1-800-277-4400 Tallahassee, FL

MISSISSIPPI: 1-800-277-1333 Biloxi, MS 1-800-457-2442 Hattiesburg, MS

LOUISIANA: 1-800-288-1804 Monroe, LA 1-800-426-7913 Metairie, LA 1-888-777-4286 Baton Rouge, LA 1-800-997-3226 Shreveport, LA 1-800-765-6877 Lake Charles, LA 1-800-288-1804 Lake Charles, LA

Dana Hazen
to Virginia, Billy, Jack, Alco, Lloyd, Terry, Sam and Whit

2:41 PM

FYI regarding the proposed Biscuit Boy and Barton Clay.

----- Forwarded message -----
From: Robert C. Field <rfield@highlandmortgage.com>
Date: Mon, Jun 13, 2016 at 2:05 PM
Subject: FW: Spitfire Building 2708 - 2710 Culver Road
To: "barnes@pritchard.com" <barnes@pritchard.com>
Cc: "Pete Pritchard" <peter@pritchard.com>, Thomas Sheffer <tshaffer@tvcral.com>

Dana,
Bob Hester in our office went to visit the owner of Barton Clay Jewelry. His summary is below.
See you at 6:15 tonight.

Robert Field
From: Robert Hester (<mailto:RobertH@websterfield.com>)
Sent: Monday, June 13, 2016 12:20 PM
To: Robert C. Field <rfield@highlandmortgage.com>
Subject: Spitfire Building 2708 - 2710 Culver Road

Robert, I met with Eric McLean (Owner Of Barton Clay Jewelry) to discuss the business that is going in next door to him called Biscuit Boy. Eric had no objections to the proposed business. We showed him the color renderings and Eric was positive about the proposal. We discussed the following topics:

1. Parking - We discussed parking. Eric did not appear concerned about an impact as it related to parking from Biscuit Boyz. He expressed an interest in the area adjacent to his property being trimmed back to open up visibility to his business.
2. Advertising - Eric wanted to know if he could place sales ads in the our business and he would do the same for us. I did not see a problem with this.
3. Gas Service on sidewalk - Eric asked what something could done to cover up the meter. I would call the allegasco sales rep. to see what we could do.
4. Schematics - I left Eric a set of schematics with floor plans and store front façade (Architect PETE PRITCHARD Inc.) He was positive about the lay out.
5. Future Plans - Still continued talking with city about closing alley for pedestrian walk way. Eric still likes that long range plan.

All in all, I think we should have a positive relationship with Eric McLean and Barton Clay Jewelry. If you need anything else, please contact me.

Thanks,

Robert Hester
RobertH@websterfield.com
205-538-1019 ext. 260

APPENDIX 3

2016-075

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered between the City of Mountain Brook, Alabama, on behalf of its Emmet O'Neal Library (the "Library") and Details Communications, Inc. (the "Contractor") effective as of the last date last signed below by either of them (the "Effective Date").

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

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

WITNESSETH

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

- 1. The Contractor will provide and perform the Services set forth on pages 1-6 of the Proposal.
2. The Contractor will commence performance of the Services immediately following the Effective Date and complete them no later than September 30, 2016.
a. Website Draft - no later than August 1;
b. Brochure Template - no later than August 1;
c. Enewsletter and Social Branding deliverables- no later than August 15;
d. Final approval of Web design (including Branded Video Module- no later than August 30;
e. Standards and Style Guideline, Content Styling deliverables - no later than September 10;
f. Final revisions: September 10- September 30; and

g. App deliverable and Completion of Services - no later than September 30. (the "Project & Deliverables Schedule").

- 3. The total fee payable to the Contractor for its Services (the "Fee") is Ten Thousand Six Hundred Dollars (\$10,600).
4. Provided the Contractor successfully performs its Services in the time frame contemplated in the Project & Deliverables Schedule, the Library will make the installment payments for the Fee on each of the intervals set forth on Page 7 of the Proposal within ten (10) days following each milestone listed thereon and the receipt of invoice from the Contractor.
5. In addition to the terms in this Agreement and the Proposal, the Contractor agrees that the terms, conditions and provisions in the Supplemental Terms for Engagement of Consultant that are set forth in Exhibit B (the "Supplemental Terms") also are incorporated into this Agreement and that it will perform the Services in compliance with those Supplementary Terms.

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

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

By: [Signature]
Its: Mayor
Date: 6-13-2016

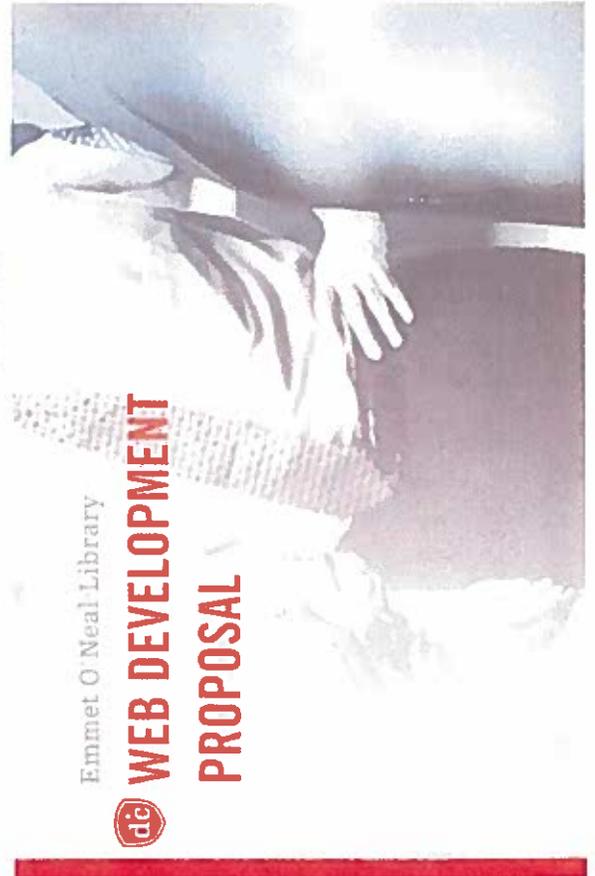
Details Communications Inc. (Contractor)

By:
Its:
Date:

APPENDIX 4

EXHIBIT A - PROPOSAL

See attached.



PROPOSAL



WHAT WE SUGGEST.

Enewsletter

DC will design and develop an email newsletter for the Emmet O'Neal Library. The newsletter will include information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

TOTAL: \$700

Social Branding

DC will design and develop social media branding for the Emmet O'Neal Library. This includes creating a consistent look and feel for the library's social media profiles, including the profile picture, cover photo, and bio.

TOTAL: \$300

Content Styling

DC will provide content styling for the website. This includes creating a consistent look and feel for the website's content, including the font, color, and layout.

TOTAL: \$900

OBJECTIVES

SIMPLIFY THE EXPERIENCE.

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

BOLDER WEB FOOT PRINT.

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

FOUNDATION FOR SUCCESS.

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

LA FIVE PRIORS:

- DC is seeking a 750-hour or longer contract to build the brand and the foundation to take greater control of their content and their brand voice.
- The DC Five Brand Team: Director of Brand Strategy, Project Manager, Design Specialist, and Content Specialist.
- DC will establish a brand management plan to ensure the brand is consistently applied across all touchpoints.
- DC will partner with content management systems to ensure the brand is consistently applied across all touchpoints.

PROPOSAL



WHAT WE SUGGEST.

App Development

DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

TOTAL: \$1,000

PROPOSAL



WHAT WE SUGGEST.

Website Development

Development of page design and interactive components including homepage and secondary pages. Content modules for staff, blog, audio, video, agenda and forms are included. Development of tablet and mobile browser site design, styling, responsive design and programming. Includes frame and or graphic design, copywriting.

TOTAL: \$3,500

Branded Video Module

DC will design and develop a branded video module for the Emmet O'Neal Library. The video module will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

TOTAL: \$500

WEBSITE DETAILS:

- DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.
- DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.
- DC will design and develop a mobile application for the Emmet O'Neal Library. The app will provide users with information about library events, programs, and services. It will also include a link to the library's website and a sign-up form for the newsletter.

EXHIBIT B – SUPPLEMENTAL TERMS FOR ENGAGEMENT OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

4

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

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

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

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

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

13. **Other Miscellaneous Terms.**

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

5

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

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

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

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

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

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

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

5

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

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

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

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

(f) **Immigration Law Compliance.** The Contractor represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Season-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-335 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-Verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Contractor further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Services or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If the Contractor violates any term of this paragraph, this Contract will be subject to immediate termination by the Library. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Library from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations contained in this paragraph.

7

RELEASE AGREEMENT

This Release Agreement (this "Agreement") is entered into on this 13th day of June 2016 (the "Effective Date"), by and between the City of Mountain Brook, Alabama ("the City") and Brookwood Baptist Church ("Brookwood Baptist"). This Agreement may refer to any of the parties herein as a "Party" or both as the "Parties".

Recitals

WHEREAS, on May 3, 2016, the City was performing annual flow testing of a fire hydrant located on property owned by Brookwood Baptist;
WHEREAS, Brookwood Baptist was aware of and consented to the City conducting annual flow testing of fire hydrants located on Brookwood Baptist's property;
WHEREAS, during the course of the City's flow testing of a fire hydrant a water main ruptured;
WHEREAS, as a result of this incident, there was damage on Brookwood Baptist's property;
WHEREAS, Birmingham Water Works has agreed to repair Brookwood Baptist's property; and
WHEREAS, the Parties have agreed to compromise all actual or potential claims according to the mutual promises and covenants set forth herein.

Agreement

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

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

- 3. Non-Admission of Liability. Brookwood Baptist acknowledges that the Released Parties have not admitted acting wrongfully or breaching any duty with respect to Brookwood Baptist and further acknowledges that Brookwood Baptist is not asserting any claims or rights whatsoever against the Released Parties. Brookwood Baptist also acknowledges that the Released Parties expressly disclaim any and all liability and deny that they caused any injury or damage to Brookwood Baptist or violated any right of Brookwood Baptist.
4. Knowing and Voluntary Waiver of Rights. Each of the Parties acknowledges that it has read in full, understands, and voluntarily accepts and agrees to the terms of this Agreement and that each of the Parties has signed this Agreement freely and voluntarily. Each of the Parties further acknowledges that it has had the opportunity to consult with counsel of its choosing before signing this Agreement and that such counsel, if obtained, has explained the terms and effect of this Agreement to it.
5. No Assignment of Claims. Brookwood Baptist expressly represents and warrants that no claims released under this Agreement or that would otherwise be released by the terms of this Agreement have previously been assigned to any other person or entity.
6. Modifications. This Agreement cannot be amended, modified, terminated or otherwise changed in any way or manner, unless it is done pursuant to a written document or documents signed by all of the Parties. No oral modification of this Agreement will be deemed valid or binding under any circumstances.
7. Applicable Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, excluding any conflict of laws or choice of

2016-076

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

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

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

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

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

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

Remainder of Page Intentionally Left Blank

SIGNATURE PAGE TO RELEASE AGREEMENT

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

BROOKWOOD BAPTIST CHURCH
By: [Signature]
Its: [Signature]

THE CITY OF MOUNTAIN BROOK
By: [Signature]
Its: [Signature]

2016-076

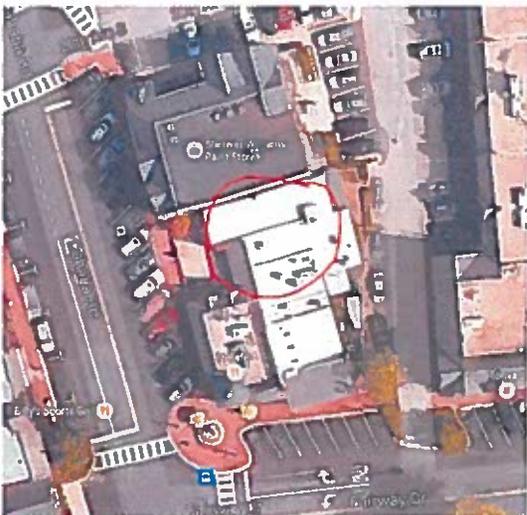


CITY OF MOUNTAIN BROOK

Dana O. Hazen, AICP
Director of Planning, Building, & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/602-3821
Fax: 205/679-8913
hazend@mtbbook.org
www.mtbbook.org

DATE: June 8, 2016
TO: Mayor, City Council and City Manager
FROM: Dana Hazen, Director of Planning, Building & Sustainability
RE: Conditional Use - Chiropractic Office
2031(B) Cahaba Road (previous La Catrina Mexican Cantina) English Village

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



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

June 7, 2016

To: The City Of Mountain Brook

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

Thank you,

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

2016-077

**AN ORDINANCE
TO PROVIDE FOR A COST SHARING AGREEMENT BETWEEN
THE CITY OF BIRMINGHAM AND THE CITY OF MT. BROOK**

WHEREAS, CITY OF BIRMINGHAM, ALABAMA (Birmingham), a municipal corporation and the CITY OF MOUNTAIN BROOK, ALABAMA (Mt. Brook), a municipal corporation, desire to make certain Intersection Improvements to Cahaba Road/US 280/Culver Road/Lane Road (Project); and

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. Authorization
The Mayor of the City of Birmingham, Alabama is hereby authorized to enter into the attached Cost Sharing Agreement with Mt. Brook, containing the following terms:

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

Nothing in this Section 1 or elsewhere in this Agreement is intended to authorize Mountain Brook to pay any Local Expense unless and until the Parties have complied with the processes for approving payment of Local Expenses that is set forth in Section VII(ii) below.

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

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

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

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

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

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

APPENDIX 7

C6 Friday, June 10, 2016 THE BIRMINGHAM NEWS AL.COM

FILED as recorded in Map Book 2281, Page Judge of Probate of Jefferson County, Alaba-

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

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

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

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

If any dispute, disagreement or conflict arises between the Parties as to (a) the refusal or failure by Birmingham to certify or approve payment by Mountain Brook of a Local Expense or (b) whether Mountain Brook should make a Local Expense payment that it is required by ALDOT to make (collectively a "Payment Dispute"), the Parties agree to resolve such Payment Dispute as follows. The Payment Dispute first shall be submitted to the Mayor of Birmingham and City Manager of Mountain Brook for consideration and potential resolution by those officials. If those officials do not resolve the Payment Dispute within twenty (20) days after submission to them, either Party may request that the Payment Dispute be submitted for resolution in a non-binding mediation before a neutral third party that is mutually acceptable to the Parties. The provisions of § 6-8-20, Code of Alabama, 1975, shall apply with respect to any such mediation, except that the expense of any such mediation shall be equally shared between the Parties and each Party shall be responsible for its own attorney fees and other costs in such mediation. If the Payment Dispute is not resolved by mediation, the dispute resolution process shall be litigation in Jefferson County Circuit Court; provided that, in any such litigation, each Party agrees to waive any right to a jury trial and the prevailing Party in any such litigation shall be entitled to recover from the other Party the reasonable attorney fees and any costs of court that the prevailing party incurs in that action.

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

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

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

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

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

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

IX. MISCELLANEOUS.

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

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

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

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

e. Except as otherwise provided by law and as limited by this Agreement between the parties, any entity which contracts to perform or exercise any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all contracting entities to the extent necessary to carry out the purposes of the Agreement.

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

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

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

(i) they do not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act");

(ii) they will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations;

(iii) they will comply with all applicable provisions of the Act with respect to subcontractors, if any, that they engage on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which the Party knows is not in compliance with the Act; and

(iv) by signing this Contract, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

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

SECTION 2. The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses, phrases, or parts is held to be unconstitutional or void, the remainder shall continue in full force and effect.

SECTION 3. This Ordinance shall become effective upon publication or as otherwise provided by law.

Adopted by the Council of the City of Birmingham on May 31, 2016.

A True Copy

Lee Frazier, City Clerk

Birmingham News June 10, 2016

Bham News: June 10, 2016

AL-0768383-01

APPENDIX 7

APPROVED: This 19th day of June, 2016.

[Signature]
Mayor

CERTIFICATION

Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certifies that the above is a true and correct copy of the Action/Resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on June 13, 2016, as same appears in the minutes of said meeting.

[Signature]
City Clerk

RESOLUTION NO. 2015-144

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of an Agreement for Cost Sharing between the City of Mountain Brook and City of Birmingham, in the form as attached hereto as Exhibit A subject to such terms and conditions as may be deemed appropriate by the City Attorney, with respect to the remainder improvement on the intersection of Cahaba Road/US Highway 286 Colver Road/One Park Road (ALDOT Project # CMAQ-3715)

ADOPTED: This 9th day of November, 2015.

[Signature]
City Council

APPROVED: This 9th day of November, 2015.

[Signature]
Mayor

CERTIFICATION

Steven Boone, City Clerk of the City of Mountain Brook, Alabama hereby certifies that the above is a true and correct copy of a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on November 9, 2015, as same appears in the minutes of said meeting.

[Signature]
City Clerk

Roadside Cost Sharing Agreement with City of Bham 2015-144

AGREEMENT FOR COST SHARING Final Nov 18

Roadside Improvement-Intersection Cahaba Road/US-286/Colver Road/One Park Road ALDOT Project # CMAQ-3715

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

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

WHEREAS, Federal transportation funds are dedicated specifically to the Birmingham area by the 2011 Moving Ahead for Progress in the 21st Century Act (MAP-21), as amended by the Birmingham Metropolitan Planning Organization, and revenues referred to as Congestion Mitigation and Air Quality Improvement Program Funds ("Federal CMAQ Funds"); and

WHEREAS, Birmingham and Mountain Brook desire to construct a roadside road improvement (the "Improvement") at or near the intersection of Lane Park Road, Cahaba Road, Colver Road and a road that connects to U.S. Highway 286 in order to facilitate the flow of traffic in that area (the "Project"); and

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

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

WHEREAS, in order to administer and implement Project # CMAQ-3715, ALDOT has required that Mountain Brook enter into the following three (3) agreements with ALDOT: (i) an Agreement for Right of Way Acquisition that estimates the total right of way ("ROW") acquisition cost at \$340,000 and estimates the local share of that expense as \$72,000; (ii) an Agreement for Preliminary Engineering that reflects a total estimate of \$115,000 for engineering expense and estimates the local share of \$40,000 for those costs; and (iii) an Agreement for Utility and Construction that reflects a total estimate \$216,000 to construct the Project and estimates a local share of \$52,200 to build the Roadside Improvement, the "ALDOT/MB Agreement"; and

2015-164

2016-078

WHEREAS, Mountain Brook will enter the ALDOT/MB Agreement if Birmingham enters into this Agreement and agrees to equally share the Local Expenses (as defined in Section 1 below) incurred by Mountain Brook on the Project; and

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

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

WHEREAS, Act 1969-916 of the Acts of Alabama ("Act 1969-916") authorizes municipalities in Jefferson County to make the most efficient use of their powers by making agreements with the state, the federal government and with each other on a basis of mutual advantage and thereby to provide services and facilities in a more cost-effective manner than could be achieved by each municipality acting separately; and

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

NOW WHEREFORE

In consideration of the promises and covenants contained herein, and other good and valuable considerations, the mutual and satisfactory of which is acknowledged, Birmingham and Mountain Brook agree as follows:

1. LOCAL EXPENSE: For purposes of this Agreement, "Local Expense" means any expense, cost or obligation that Mountain Brook pays, incurs, suffers or incurs or expects following the Effective Date (as defined below in Section 7) for the Project that is not covered by, or reimbursed to Mountain Brook through Federal CMAQ Funds. Local Expenses include, but is not limited to, any amount that Mountain Brook pays with respect to any invoice, bill or any other request, demand, notice or claim by ALDOT that Mountain Brook owes ALDOT, or the Federal Highway Administration ("FHWA") or any other governmental agency, entity or person a monetary sum or other obligation by reason of Mountain Brook entering the ALDOT/MB Agreement. Local Expenses does not include ordinary and usual expenses incurred by the employees, officers or staff of either Party to administer this Agreement, to administer the ALDOT/MB Agreement, or that may be expanded to secure approval of this Agreement.

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

with the processes for approving payment of Local Expenses that is set forth in Section 7(b) below.

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

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

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

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

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

Type Expense	Total Estimated	Estimated Fed. CMAQ Funding	Estimated Share Funding	Estimated Mt. Bro. Funding
ROW Acquire	\$340,000	\$288,000	\$34,000	\$34,000
Preliminary Engineering	\$115,000	\$42,000	\$51,500	\$51,500
Utilities	\$560,000	\$400,000	\$160,000	\$160,000
Construction (incl. Impement)	\$2,116,000	\$1,692,000	\$211,600	\$211,600
TOTAL	\$3,491,000	\$2,792,000	\$349,100	\$349,100

APPENDIX

- (3) Following the above-described confirmation and certification at the resolution of a Payment Dispute determining that Mountain Brook should pay the Local Expense amount in dispute, Mountain Brook will pay the amount due ALDOT under the ALDOTM&B Agreements, in writing, upon making any such payment.
 - (4) No later than ten (10) days following each such payment, Birmingham will remit to Mountain Brook 90% of the amount of any Local Expense payment made by it. If equated by Birmingham, Mountain Brook will default and deliver to Birmingham's Contract Representatives an invoice evidencing the amount to be remitted by Birmingham.
- VII. DEFAULT.** The Parties acknowledge and agree that any material breach, delay or other failure by either of them to perform their respective obligations hereunder (a "Default", which includes, but is not limited to, any delay by Birmingham in reimbursing Mountain Brook for amounts payable by Birmingham hereunder) will have a detrimental impact on the operations of the other Party. Consequently, in the event of a Default by either Party hereunder, the following understandings apply:
- (1) Default interest. Simple interest shall accrue on any delinquent amount payable by one Party to the other hereunder at the rate of 6% per annum until the delinquency is satisfied, and
 - (2) If the non-defaulting Party files litigation to enforce its rights hereunder and prevails in that proceeding, the defaulting Party shall reimburse the non-defaulting Party for all reasonable attorney's fees and costs of litigation that it incurs to remedy any such Default; and
 - (3) If the defaulting Party fails to cure the Default within sixty (60) days after receipt of written notice thereof from the non-defaulting Party, the non-defaulting Party, in addition to all other remedies available to it as here provided herein, may terminate this Agreement effective immediately upon its provision of a second written notice.
- IX. MISCELLANEOUS**
- a. Each municipality shall duly appropriate and finance their assigned respective costs for the Local Expenses of the Project from their Capital Improvement Funds, Capital Tax Funds, General Fund or other source they deem appropriate. The failure of either Party to make such appropriations shall not relieve Mountain Brook of its obligations to make payments for Local Expenses due ALDOT under the ALDOTM&B Agreements or Birmingham of its obligation to pay and reimburse Mountain Brook for amounts owed and due it hereunder.

- b. Unless otherwise agreed in writing, the Parties separately agree that, following the commencement of the Project, neither of them assumes any risk or future liability, or any future responsibility for maintaining any portion of the Roadfront Improvement that is located outside their respective jurisdictions.
- c. Except as expressly provided in this Agreement, no Party shall have any power to incur any debt which shall become the responsibility of any other contracting party.
- d. The execution of this Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the Parties the relationship of principal or agent or of partnership or of joint venture.
- e. Except as otherwise provided by law and as limited by this Agreement between the parties, any entity which contracts to perform or maintain any service or power pursuant to this chapter shall have the full power and authority to act within the jurisdiction of all governing entities to the extent necessary to carry out the purposes of the Agreement.
- f. This Agreement shall not take effect until it has been approved by the governing body of each Party. Approval shall be by adoption of an ordinance of general and permanent operation.
- g. This Agreement may be executed (a) in counterparts, a complete set of which together shall constitute an original and (b) in duplicate, each of which shall constitute an original. Copies of this Agreement showing the signatures of the respective parties, whether produced by photographic, digital, computer, or other reproduction, may be used for all purposes as originals.
- h. With respect to immigration law compliance, the Parties represent and warrant to the other that:
 - (i) they do not knowingly employ, hire the employment, or contract to employ, in Alabama, an "unauthorized alien," as defined by the Bureau-Huntington Alabama Taxpayer and Citizen Protection Act, §11-13-1, et seq., Code of Alabama 1975, as amended (the "Act");
 - (ii) they will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that the Party is enrolled in the E-Verify program. During the performance of this Agreement, Parties shall participate in the E-Verify program as required under the terms of the Act and shall notify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations;
 - (iii) they will comply with all applicable provisions of the Act with respect to subcontractors, if any, that they engage on the Project by entering

- into an agreement with or by obtaining an affidavit from such subcontractors providing work for the Party on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Parties represent and warrant that they shall not hire, retain or contract with any subcontractors to work on the Project in Alabama which the Party knows is not in compliance with the Act, and
 - (iv) by signing this contract, the contracting Parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or contract to employ as subcontractor other within the State of Alabama. Furthermore a Party shall be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 1. SEVERABILITY: If any provision of this agreement is declared by a court having jurisdiction to be illegal or to conflict with any law, the validity of the remaining terms and provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.
 - 2. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Alabama as interpreted by Alabama Courts.
 - 3. ADDITIONAL UNDERSTANDING ON ROW ACQUISITION SERVICES. Notwithstanding any term or provision in this Agreement to the effect of any Acquisition to be covered by Mountain Brook, ALDOT representatives have expressed a willingness to perform the ROW acquisition function for the Project that is needed to acquire land that lies in Birmingham and Mountain Brook. If ALDOT performs these services, the Parties agree that ALDOT will be paid the Local Expense portion of costs incurred in these operations in a manner that is consistent with the payment process contemplated herein. However, if ALDOT does not perform the ROW acquisition services for the Project, the Parties agree to jointly contract with a mutually acceptable third party contractor to obtain these services from that contractor.

Signature Page Follows

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

CITY OF BIRMINGHAM, ALABAMA

BY: William A. Bell, Jr., Mayor

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM BY LAW ENFORCEMENT

CITY OF MOUNTAIN BROOK, ALABAMA

BY: Lanessa Terry Olson, Mayor

Date: _____

ATTEST:

City Clerk

2015-165



ALABAMA
DEPARTMENT OF TRANSPORTATION

LARI CHERYL WICKER
106 CORPORATE PARKWAY
SUITE 400
HOUSTON, AL 35241
P.O. BOX 30798
BIRMINGHAM, AL 35208-0798
TELEPHONE (205) 87-4642
JUNE 24, 2013



The Honorable Lawrence F. Oden
Mayor, City of Mountain Brook
City Hall
P.O. Box 100029
Mountain Brook, Alabama 35211

RE: Jefferson County
Project No. CMAAQ 3715 ()
Proj. Ref. No. 0038B199
Interchange Improvement Cahaba Road/
US-125/Culver Road/Lane Park Road

Dear Mayor Oden:

I have enclosed the original Preliminary Engineering Agreement (and one copy) between the State of Alabama and the City of Mountain Brook, Alabama for the above referenced project.

This Agreement is submitted to the City for approval. After execution by the City Council, please return the original document and the copy, with original signatures and the City Seal affixed to both to both offices for further handling. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be enclosed with the original Agreement, as well as with the copy.

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

Sincerely,
Darin Poe Leonard, P.E.
Lead Civil Engineer

LAT/Poe
LEONARD
L. Darin Leonard, P. Engineer
144 W/MSD

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

K-15-134B

AGREEMENT
FOR
PRELIMINARY ENGINEERING
BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAAQ-3715 ()
Project Reference Number 100664199
Interchange Improvement Cahaba Road/US-125/Culver Road/Lane Park Road
in the City of Mountain Brook

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

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

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

WHEREAS, the STATE and the CITY desire to cooperate in a preliminary engineering program for interchanges improvements Cahaba Road/US-125/Culver Road/Lane Park Road in the City of Mountain Brook.

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

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

- (1) The CITY will perform or have performed all services required to Admin the payments of this Agreement. The East Central Region of the Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be point of contact for the CITY.
- (2) This Agreement will cover only the preliminary engineering phase of the work.
- (3) The preliminary engineering phase is hereby defined as that work necessary to advance the development of the Project through construction authorization by the FHWA. The preliminary engineering will be performed by or for the CITY and will include all environmental studies and documentation required by FHWA.
- (4) Funding for this Agreement is subject to availability of Federal AM funds at the time of authorization by FHWA.
- (5) The project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties is as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated CITY Funds
Preliminary Engineering	\$113,800	\$112,800	\$10,000
TOTAL	\$113,800	\$112,800	\$10,000

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

- (6) The STATE will assist the CITY in any public involvement action that may be required.
- (7) The CITY will invoice the STATE for the Federal share of the preliminary engineering costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.
- (8) Invoices for any phase of work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (9) Any cost for work not eligible for Federal participation will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (10) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that the Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (11) Any services of the STATE necessary to carry out the intent of this Agreement will be paid as provided for herein.
- (12) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (13) The STATE will provide without cost to the CITY information available from its records that will facilitate the performance of the work.

- (14) It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate agreement will be required for the construction of the proposed improvement.
- (15) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final General settlement will be made between the parties as reflected by the final audit and this Agreement.
- (16) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid to compensate thereof arising out of or connected with the work performed under this Agreement.
- (17) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (18) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- (19) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (20) The Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
- (21) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-43, Code of Alabama (724th Law).
- (22) Exhibits M and N are attached and hereby made a part of this Agreement.

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

SEALED:

ATTEST: *Steve Boone* CITY OF MOUNTAIN BROOK, ALABAMA
 City Clerk (Signature) By: *Laurence T. O'Shea*
Steve Boone Mayor (Signature)
 Type name of Clerk Type name of Mayor

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

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

RECOMMENDED FOR APPROVAL:

 East Central Region Engineer, Delorris L. Parker, P. E.

 Authorized Transportation Engineer, Robert J. Ritz

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

STATE OF ALABAMA
 ACTING BY JAMES THORNTON THE
 ALABAMA DEPARTMENT OF TRANSPORTATION

 Transportation Director, John R. Cady

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this _____ day of _____, 2016.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

2016 APPENDIX 7

07/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement fails to be carried over the one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

ADR CLAIMS

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such dispute, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or whose appropriate, private mediators.



RESOLUTION NUMBER 2015-165

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

1. That the City enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:
 - Preliminary engineering program, Project CMAQ-3715 (), Project Reference Number 100064199 for intersection improvements Cahaba Road/US-290/Calver Road/Lane Park Road in the City of Mountain Brook; which Agreement is before the Council.
2. That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

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

Passed, adopted and approved this 9th day of November, 2015

ATTESTED:

Steve Brown, City Clerk; Randolph, Mayor

I, the undersigned qualified and acting clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City of Mountain Brook, at a regular meeting of such Council held on the 9th day of November, 2015, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9th day of November, 2015.

Steve Brown, City Clerk

2015-166



ALABAMA DEPARTMENT OF TRANSPORTATION

1811 CENTRAL BRIDGEMAN CORPORATE PARKWAY SUITE 200 HOUSTON, AL 35894



The Honorable Lawrence T. Odem, Mayor, City of Mountain Brook, City Hall, P.O. Box 1300079, Mountain Brook, Alabama 35113

RE: Jefferson County Project No. CMAQ-3715 () Proj. Ref. No. 100064199 Intersection Improvements, Cahaba Road/US-290/Calver Road/Lane Park Road

Dear Mayor Odem:

I have enclosed the original Right of Way Acquisition Agreement (and one copy) between the State of Alabama and the City of Mountain Brook, Alabama for the above referenced project.

This Agreement is submitted to the City for approval. After execution by the City Council, please return the original document and the copy, with original signature and the City Seal affixed to both to the office for further handling. A certified resolution, which authorizes the Mayor to sign the Agreement, affixed with the City Seal should be attached with the original Agreement, as well as with the copy.

If I can supply you with any additional information of clarity my past contained hereto, please feel free to contact me at your convenience.

Sincerely,

Debra Lee, P.E., East Central Region Engineer

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

LAT/tn Enclosure C. Atty's Seal & F. P. Number File w/enc.

K-15-1353

AGREEMENT FOR RIGHT-OF-WAY ACQUISITION BETWEEN THE STATE OF ALABAMA AND THE CITY OF MOUNTAIN BROOK, ALABAMA

Project CMAQ-3715 () Project Reference Number 100064200 Intersection Improvements Cahaba Road/US-290/Calver Road/Lane Park Road in the City of Mountain Brook

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

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

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

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for intersection improvements Cahaba Road/US-290/Calver Road/Lane Park Road in the City of Mountain Brook.

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

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

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.
- (2) The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY will adhere to all STATE and FHWA regulations pertaining to the acquisition of ROW and will coordinate their activities with the Region Acquisition Manager for guidance. The property will be acquired in the name of the CITY with any consideration or other legal proceedings being performed by the CITY.
- (3) The STATE shall follow all Federal regulations related to the Management, Leasing, and Disposal of right-of-way, easements, reverts and excess right-of-way as found in CFR 23 §710 Subpart D. Proceeds from Leases and Disposal shall be credited to the Project or to the Title 23 Collector Account.
- (4) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in the Project costs will be borne by the CITY. In the event of an under run in the Project costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- (5) This Project will be administered by the STATE and all costs will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

Right-of-way acquisition	Total Estimated	Estimated Federal Funds	Estimated CITY Costs
	\$340,000	\$272,000	\$72,000
TOTAL	\$340,000	\$272,000	\$72,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share. It is expressly understood by both parties of this Agreement that all Federal funds will be CMAQ funds, attributable to the Birmingham area.

- (1) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (2) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the project, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (3) The CITY will invoice the STATE for the Federal share of right-of-way acquisition costs not more frequently than monthly. Requests for reimbursements will be made on forms provided by the STATE and submitted through the East Central Region Engineer for payment.
- (4) Invoices for any phase of work performed by the CITY under the terms of this Agreement will be submitted within twelve (12) months after completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- (5) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (6) The CITY will notify the STATE, if necessary, in any public involvement actions that may be required.

APPENDIX

2015-166

- (12) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.
- (13) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (14) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (15) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all claims, damages, claims, loss, liabilities, attorney's fees or expenses whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Agreement.
- (16) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.
- (17) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire the employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be

- deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- (18) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (19) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
- (20) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Sections 23-1-43, Code of Alabama (1976 Law)
- (21) Exhibits M and N are attached and hereby made a part of this Agreement.

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

ATTEST:
 City Clerk (Signature) Edith Boone
 City Clerk (Signature) Steve Borne
 Type name of Clerk

CITY OF MOUNTAIN BROOK, ALABAMA
 BY: Paul Allen
 Mayor (Signature)
Lawrence T. Osler, Mayor
 Type name of Mayor

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

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

RECOMMENDED FOR APPROVAL:

East Central Region Engineer, DuJervis Leonard, P. E.
 Multistate Transportation Engineer, Robert J. Ellis
 Chief Engineer, Ronald L. Baldwin, P. E.

STATE OF ALABAMA
 ACTING BY AND THROUGH THE
 ALABAMA DEPARTMENT OF TRANSPORTATION
 Transportation Director, John R. Casper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of 2015-166

GOVERNOR OF ALABAMA, ROBERT BENTLEY

7/28/96 Exhibit M
CERTIFICATION

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient on the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the carrying out of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument or might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-L11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

8/31/2002 Exhibit N
EXHIBIT N

FUNDS SHALL NOT BE CONSIDERED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be considered as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 28. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, resolution by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

RESOLUTION NUMBER 2015-166

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

- 1 That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:
- Right of-way acquisition program for Project CMAQ-3113 (L Project Reference Number 190044320 for Interstate Improvements Cahaba Road/US-280 Curve Road/Lane Park Road in the City of Mountain Brook, which Agreement is before this Council.
- 2 That the Agreement be entered in the name of the City by its Mayor for and on its behalf
- 3 That the Agreement be entered by the City Clerk and the seal of the City affixed thereto.

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

Passed, adopted and approved this 9th day of November, 2015.

ATTESTED:
 City Clerk (Signature) Edith Boone
 City Clerk
 Mayor (Signature) Paul Allen
 Mayor

I, the undersigned qualified and acting clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9th day of November, 2015, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 9th day of November, 2015.

City Clerk (Signature) Edith Boone
 City Clerk

2015-167



ALABAMA DEPARTMENT OF TRANSPORTATION

1611 CENTRAL EXPRESS... MOBILE, AL 36688



John R. Dumas... DIRECTOR

The Honorable Lawrence T. Olson Mayor, City of Mountain Brook

Re: Jefferson County Project No. CMAQ-171511

Dear Mayor Olson:

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

This Agreement is submitted to the City for approval. After execution by the City Council, please return the original document and the copy, with original signatures and the City Seal affixed to both in this office for further handling.

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

Sincerely,

DALE HUB LEONARD, P.E. First Central Region Engineer

LUCIA TAYLOR, P.E. Asst. Region Engineer, Pro-Construction

LAL:TW Enclosure Mrs. Sandra P. F. Bonner File #/encl

K-15-1349

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

Project CMAQ-1715 () Project Reference Number 100064201 Project Reference Number 100064202

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE, and the City of Mountain Brook, Alabama, hereinafter referred to as CITY.

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

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

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

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

2015-167

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

- (1) This Agreement will cover utilities and all aspects of construction for the proposed improvement, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE. (2) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the CITY. (3) The Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds.

Table with 4 columns: Utilities construction, Total Estimated, Estimated Federal Funds, Estimated CITY Funds. Total Estimated: \$2,116,000; Estimated Federal Funds: \$1,672,000; Estimated CITY Funds: \$444,000.

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share or above amount and the CITY agrees to pay more to STATE, or in the event the cost is less than the estimate, the CITY will receive a refund accordingly from the STATE.

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

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

- (5) The CITY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. (6) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA. (7) The construction of the improvements will be by contract and the STATE will be responsible for advertisement and receipt of bids and for the award of the contract. (8) Upon completion and acceptance of the work by the STATE, the CITY will assume full responsibility for maintenance of that part of the facility which is not part of the State Highway Maintenance System. (9) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those associated herein.

- (10) The CITY agrees that in the event the FHWA determines, under its rules and/or regulations that Federal funds expended on this Project (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) must be refunded to the FHWA, the CITY shall reimburse and pay to the STATE for and on behalf of FHWA, a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement. (11) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. (12) The CITY will be responsible at all times for all of the work performed under this Agreement and, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, them and against any and all action, damages, claims, loss, liabilities, attorney's fees or expenses whatsoever or any amount paid or compensated thereof arising out of or connected with the work performed under this Agreement. (13) By entering into this Agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. (14) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

- contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. (15) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto. (16) This Agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. (17) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-61, Code of Alabama (7/2nd Law). (18) Exhibits M and N are attached and hereby made a part of this Agreement.

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

SEAL

ATTEST
Edith Boone
City Clerk (Signature)
Sheela Boone
Type name of Clerk

CITY OF MOUNTAIN BROOK, ALABAMA
BY: *Lawrence T. Oden, Mayor*
Mayor (Signature)
Type name of Mayor

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

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

RECOMMENDED FOR APPROVAL

East Coast Region Engineer, DeJavus Leonard, P. E.

Multimodal Transportation Engineer, Robert J. Hill

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

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

Transportation Director John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this day of _____ 2015

GOVERNOR OF ALABAMA, ROBERT BENTLEY

2015-167

141876

CERTIFICATION

Exhibit M

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

AGREEMENT FOR UTILITY AND CONSTRUCTION

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

Project CHAQ-3719 ()
Project Reference Number 100064201
Project Reference Number 100064202
Intersection Improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook

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

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

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

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

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

K-17-1044

07/01/2002

EXHIBIT M

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 211 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

RESOLUTION NUMBER 2015-167

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

- That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for
Utility and construction program for Project CHAQ-3719 (), Project Reference Number 100064201 and 100064202 for intersection improvements Cahaba Road/US-280/Culver Road/Lane Park Road in the City of Mountain Brook; which Agreement is before this Council.
- That the Agreement be executed in the name of the City, by its Mayor, for and on its behalf
- That the Agreement be attested by the City Clerk and the seal of the City affixed thereon

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

Passed, adopted, and approved this 14th day of July, 2015

ATTESTED
Edith Boone
City Clerk
Lawrence T. Oden
Mayor

I, the undersigned qualified and acting clerk of the City of Mountain Brook, Alabama, do hereby certify that the above and its signing is a true copy of a resolution passed and adopted by the City Council of the City of Mountain Brook, at a regular meeting of such Council held on the 14th day of July, 2015, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 14th day of July, 2015

Edith Boone
City Clerk

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

- This Agreement will cover utilities and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work, all in accordance with plans approved by the STATE.
- Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA. Any deficiency in Federal Aid, or overrun in construction costs will be borne by the CITY. In the event of an under run in construction costs, the amount of Federal Aid funds will be 80 percent of eligible costs.
- The Project will be administered by the STATE and all cost will be financed, where eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Utilities construction, including engineering and inspection	\$7,114,800	\$1,692,000	\$5,422,800
TOTAL	\$2,816,000	\$2,892,000	\$223,200

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportional share as above noted and the CITY agrees to pay same to STATE, or in the event the cost is less than the estimate, the CITY will receive a refund accordingly from the STATE.

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

RESOLUTION NUMBER 2015-167

BE IT RESOLVED, by the City Council of the City of Fayetteville, Arkansas as follows:

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

(City and construction program for Project CAAQ-3713.1, Project Redstone Run/US-290/Chicot Road/Ark Park Road in the City of Fayetteville, which includes 100547281 and 100547282 for intersection improvement. Certain Agreements it before the Council.

2. That the Agreement be executed in the name of the City, by its Mayor, her and no his behalf.

3. That the Agreement be executed by the City Clerk and the seal of the City thereof.

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

ATTESTED:


 Pam Brown
 City Clerk


 Pam Brown
 Mayor

1. The undersigned qualified and acting clerk of the City of Fayetteville, Arkansas, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City of Fayetteville, Arkansas, on this 20th day of November, 2015, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on the 20th day of November, 2015.

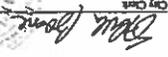

 Pam Brown
 City Clerk



EXHIBIT H

It is agreed that the terms and conditions contained herein shall not be commenced on a date of the State of Arkansas by resolution of Article 11, Section 213 of the Constitution of Arkansas. It is further agreed that if any portion of this agreement shall become any statute or Constitutional provision of Arkansas, there shall be no effect on which may, during the course of this agreement, be enacted, then the contracting parties in the agreement shall be deemed void and void.

TERMINATION DUE TO MISAPPLICANT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

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

ADMIN CLAUSE

For any and all disputes which under the terms of this contract, the parties herein agree, in compliance with the recommendations of the Contracting and Agency Council, when considering instances of such disputes, to submit appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Agency Council Office of Administrative Hearings or where appropriate, private mediation.

1953

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

SECTION 1: COMPLAINANT INFORMATION		
Name of Complainant		Telephone Number (including area code)
Mailing Address		
City	State	Zip
Person Preparing Complaint (if different from Complainant)		Relationship to Complainant (if difference from Complainant)
SECTION 2: GRIEVANCE INFORMATION		
Alleged Violation Date(s)		
Alleged Violation Time(s)		
Location of Your Grievance		
Description of Alleged Violation (attach additional pages if necessary)		
Requested Remedy for Violation (attach additional pages if necessary)		
Has Your Grievance Been Filed With a State or Federal Agency?		
<input type="checkbox"/> YES <input type="checkbox"/> NO		
Name of Agency	Date Filed	Contact Person
Other Comments		
SECTION 3: SIGNATURE		
Signature		Date

APPENDIX 8

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

ARTICLE VI - DISABILITY DISCRIMINATION GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

Deleted: HANDIC AP

Deleted: 31 CFR 51.53(b) of
Deleted: Federal

Deleted: handicapped

Deleted: Federal

Deleted: the provisions of 31 CFR 51.53 of
Deleted: Federal
Deleted: a
Deleted: handbook

Deleted: handicapped
Deleted: status
Deleted: of overview or employment
Deleted: and

Deleted: handicapped
Deleted: she's

Deleted: the

Deleted:

(8027842)

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

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

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

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

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

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

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

(a) The city does hereby designate the city clerk to be responsible to coordinate efforts to comply with the Americans with Disabilities Act and the Rehabilitation Act. The city clerk may be contacted at City of Mountain Brook, 36 Church Street, Mountain Brook, AL 35213, (205) 892-3325, or through electronic mail (address available on the city's website).

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

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

Deleted: provisions of 31 CFR 51.53 of
Deleted: Federal

Deleted: handicapped

Deleted: and user search shall be open to the public and not restricted unless for inspection.

1953