

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

The City Council of the City of Mountain Brook, Alabama met in public session in the Pre-council Room (A106) of City Hall at 6:15 p.m. on Monday, the 14th day of November, 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

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

1. AGENDA

1. Restroom plans for Mountain Brook Elementary field–Shanda Williams (Appendix 1)

The project is estimated to cost \$160,000 of which the City has budgeted \$100,000 and the remaining balance is to be paid by way of donations that will be led by James Carter, Sally Legg, and Norman Johnson. The members of the City Council expressed their agreement to proceed with the preparation of the bid documents and invitations to bid in order to determine the actual cost of the project.

2. City to share costs up to \$6,000 with the City of Homewood for an Apple grant study of the bridge on Hollywood Boulevard over Highway 280–Alice Womack.

The members of the City Council expressed their general support for sharing in the cost of the study. It is contemplated that the Homewood City Council will formally consider this grant application on November 28 and that, if approved; a formal request will then be made to the Mountain Brook City Council for consideration.

3. Library roof repair, moisture abatement and window replacement project–Robert McElroy with Brasfield & Gorrie (Appendix 2).

The roof repairs will be ordered by way of the issuance of a purchase order. A committee comprised of Council members Black and Shelton, City Manager Sam Gaston, Finance Director Steven Boone, and Brasfield & Gorrie building consultant Robert McElroy will meet to consider recommending an architect to the City Council at a future meeting.

4. Review of the matters to be considered at the formal [7 p.m.] meeting. Resolution No. 2016-190 was added to the formal meeting agenda during the course of the Council’s meeting agenda discussion.

5. EXECUTIVE SESSION

It was moved by Council President Pro Tempore Pritchard that the City Council convenes in executive session to discuss a matter involving threatened litigation and another matter involving a real estate negotiation. The motion was seconded by Council President Smith. 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith declared that the motion carried by a vote of 5—0 and then asked that the members of the audience be excused. She also announced that the City Council shall reconvene upon conclusion of the executive session at approximately 7 p.m. in Council Chamber (A108) of City Hall.

6. 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 work session of the City Council of the City of Mountain Brook, Alabama held at City Hall, Pre-Council Room (A106) on November 14, 2016, and that the meeting was duly called and held in all respects in accordance with the laws of the State of Alabama and bylaws of the City and that no formal action or votes were conducted at said work session.



City Clerk

November 10, 2016

Dear City Council,

This is to update you on the restroom that the Park Board would like to place at Mountain Brook Elementary. We have made some progress since the last council meeting where you agreed to hold off on the pre-fabricated restroom.

James Carter came up with a new design for the restroom. It pretty much has the same floor plan, but will have rock walls and a slate roof. It will be located in the open area, by the bench, but will be facing Cahaba Road. The doors are designed to face each other in an entry way so they will not be visible from the street. There is one door for the janitor's closet that can be seen, but it will be an attractive door that fits the look of the rest of the building. By facing Cahaba Road, we will be able to connect it to the existing sidewalk and meet ADA regulations. The plans and picture of the location are included at the end of this letter.

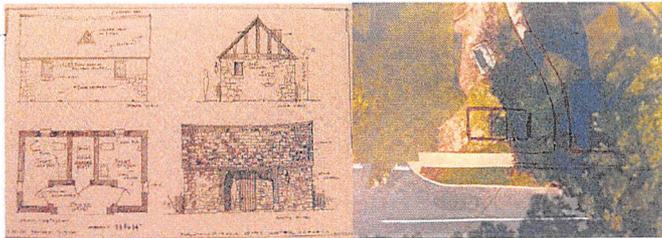
The design has been approved by the garden club, the Park Board, and the Planning Commission. I believe the Board of Education is also in favor of it. I will check with them by Monday's meeting. We have had several comments from random residents in favor of the restroom.

The estimated cost of this restroom is \$160,000, which is more than the \$100,000 budgeted for the pre-fabricated restroom. The garden club and another small group that includes James Carter, Sally Legg, and Norman Johnson will be trying to raise enough funds to cover the difference. They already have a donor for the slate roof and a pledge of \$500. They would like for us to go ahead with the bidding process so they know how exactly how much money is needed.

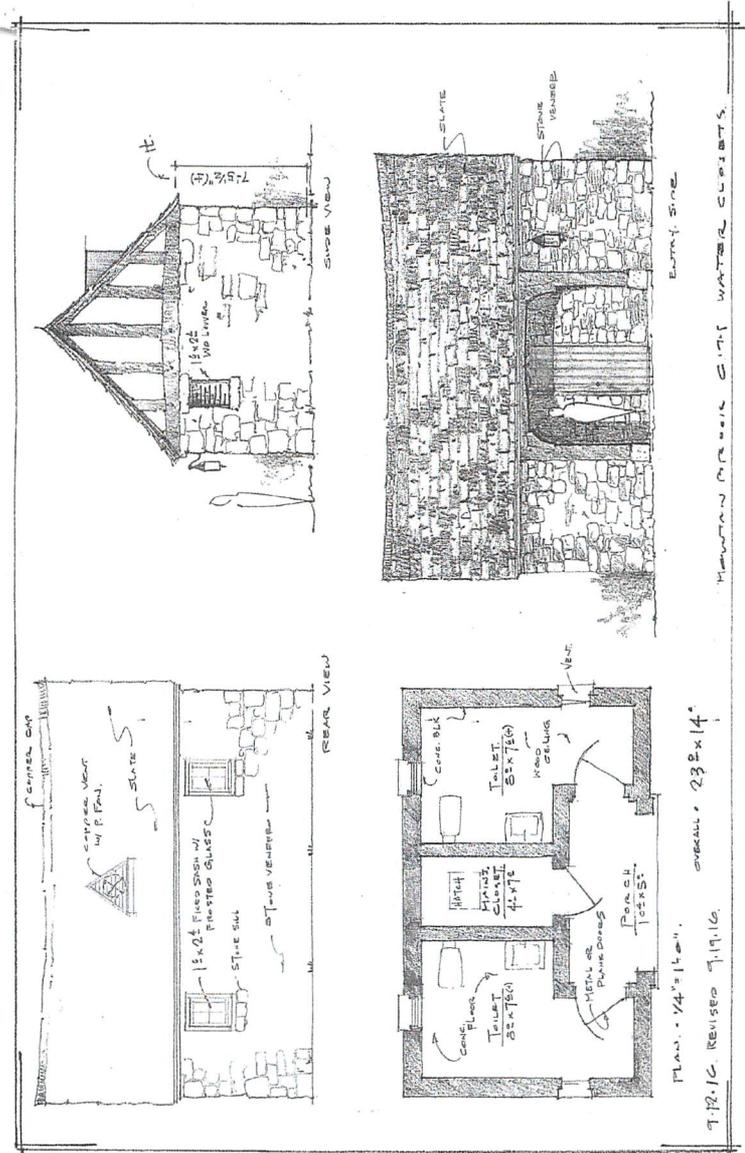
If you have any questions, please let me know. I plan to be at Monday's meeting.

Sincerely,

Shanda Williams



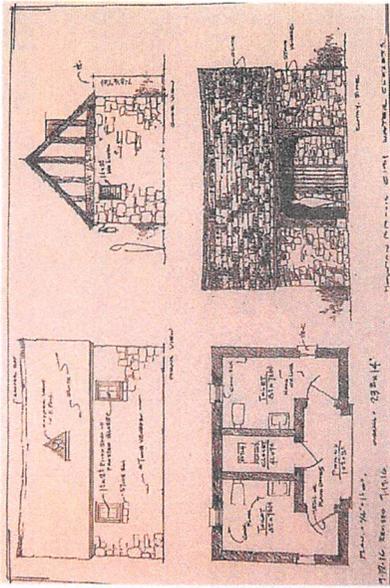
Cahaba Road



APPENDIX 1

P-16-28

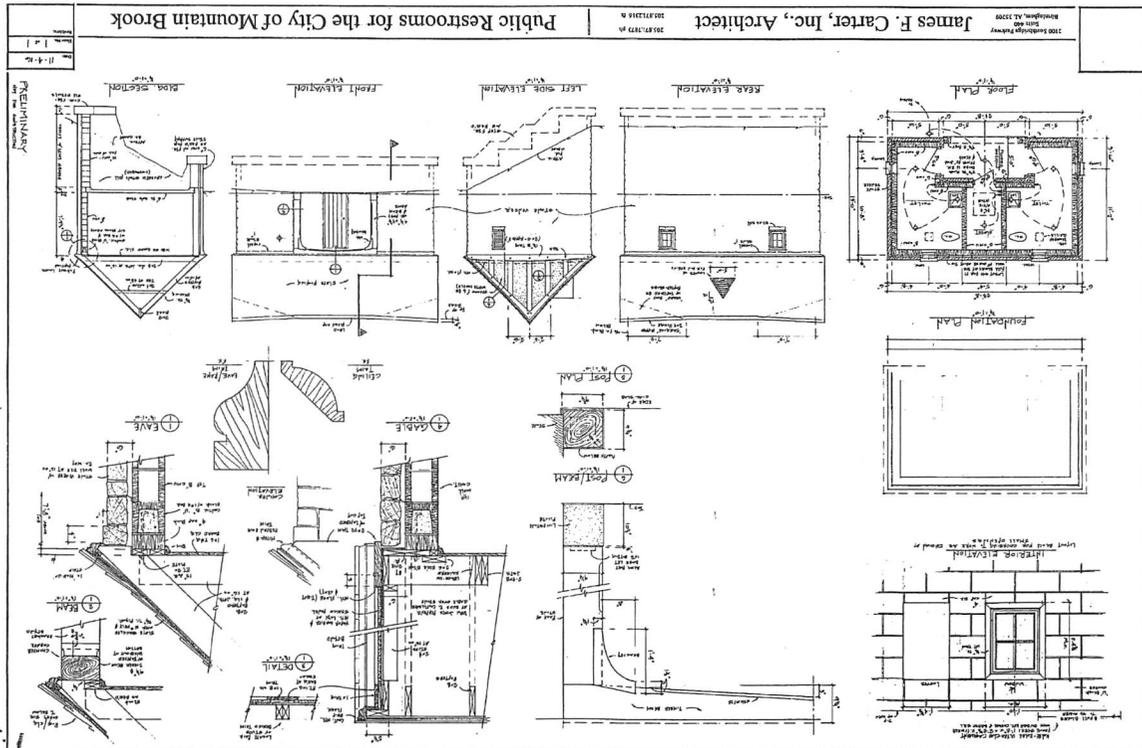
This is a photo of the plan for the restroom.



Location of the restroom.



APPENDIX I



Close-up of the restroom in conjunction to the existing sidewalks. (not to scale)



APPENDIX 1

From: Steve Boone <boones@mtnbrook.org>
 Date: Mon, Nov 14, 2016 at 11:43 AM
 Subject: Library roof, windows, and moisture abatement project
 To: Alice Womack <alicewomack14@gmail.com>, Lloyd Shelton <lshelton@gq2cpa.com>, "Phillip (Phil) Black" <phil@ssbarch.com>, "Stewart Welch, III" <stewart@welchgroup.com>, "Virginia C. Smith" <wood967@aol.com>, "William S. (Billy) Pritchard III" <billyp@pm-i.com>
 Cc: Sam Gaston <gastons@mtnbrook.org>, "Susan (Sue) DeBrecht" <sdebrecht@bham.lib.al.us>, max@mpulliam.com

I met with Robert McElroy with Brasfield & Gorrie (B&G). Following is a summary of the phases of work yet to be done:

1. Robert provided a quote of \$19,818 from Quality Architectural Metal & Roofing to repair the flat roof (attached). This work is less than the Public Works bid limit and independent of all other work needed on the building. I suggest the City proceed with the work.
2. Robert suggested that the City engage an architect. The architect and Williamson & Associates (moisture consultant) work together to design the details, prepare necessary drawings, develop bid specifications, bidder qualifications, bid evaluation and contract award. Robert suggested that he walk through with the selected architect and Williamson & Associates to identify the scope before obtaining quotes from the architect and Williamson.
3. The City can decide whether it wishes to engage a project manager (B&G) to oversee the construction work during the course of the design phase.

The window and moisture abatement phase will likely run \$250,000 or more and will include:

1. Through-wall flashing to correct the moisture issues. The through-wall flashing will require the removal of bricks in selected areas at the top of the building and around certain windows
2. Replacement of some (as much as 85%) of the existing windows. Considering the number of windows involved, the City may wish to replace all windows. The bid specifications could include an alternate leaving the Council some discretion with respect to the scope of window replacement
3. Removal and replacement of stucco around the windows
4. Removal of some rotted fascia board. Again, it may make sense to replace all fascia board which in turn involves gutter removal and re-installation.
5. Cutout and re-caulk all exterior joints
6. Apply silicone coating to stucco

It will likely take 3-4 months to work through the design and details of the project. Robert suggested getting everything ready, timing the bids and commencement of work after the spring rains.

So, assuming you all are agreeable with this work plan, the first step will be the selection of an architect. What is your collective pleasure?

If you prefer, I can try to arrange for Robert to attend a pre-meeting to discuss in more detail what I have attempted to summarize above.



September 13, 2016

Robert McElroy
 Senior Manager
 BRASFIELD & GORRIE, L.L.C.
 rmcelroy@brasfieldgorrie.com

Attn: Robert

Ref : Per Mike Allen with W&A Summary report, please find attached the Cost to make repairs regarding the Emmet O'Neal Library project in Mountain Brook, AL. page 2 line item 4and5)

Cost for all repairs \$ 19,818.00

We purpose furnish labor and material to make the following repairs.

1. Remove all metal parapet caps to install a new underlayment capping the framed parapet.
2. Provide pressure sensitive EPDM along all seams between base flashings and field membrane.
3. Provide pressure sensitive EPDM to all flashing at roof penetration
4. Cut out and remove all contaminated EPDM, caused by fluid from mechanical unit . Replace with new EPDM membrane.

NOTE: If all repairs are made to obtain a watertight and serviceable roof assembly. It is my opinion the existing EPDM roofing should remain in a serviceable condition for another 5-7 years before considering full roof replacement
 Note: as long as the following recommended repairs are performed and that the roof is inspected on a bi-annual basis, addressing isolated repairs as needed.

Please let me know if I can help you with any question you may have

Sincerely,-

QUALITY ARCHITECTURAL METAL & ROOFING, INC.

John R Bibb
 Service manager

If the above proposal is accepted, Please sign and return one copy.

Accepted by:

Title:

Company:

Date:

3107 Second Avenue South ~ Birmingham, Al 35233 ~ (205) 320-7663 Fax (205) 320-7664

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

The City Council of the City of Mountain Brook, Alabama met in public session in the City Hall Council Chamber at 7:00 p.m. on Monday, the 14th day of November, 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack
Stewart Welch III, Mayor

Absent: None

Also present were City Attorney Carl Johnson, 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 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 October 24, 2016 joint regular meeting of the City Council and Board of Commissioners of the Mountain Brook Emergency Communications District

Approval of the minutes of the November 7, 2016 organizational meeting of the City Council of the Mountain Brook

2016-183	Resolution recognizing Mayor Lawrence T. Oden for his outstanding service to the City	Exhibit 1
2016-184	Authorize the installation of a 150 watt LED street light on an existing pole located between 4040 and 4044 Royal Oak Court	Exhibit 2, Appendix 1
2016-185	Authorize the execution of an agreement with ETC Institute with respect to the City's resident survey	Exhibit 3, Appendix 2
2016-186	Authorize the execution of a professional service agreement with Sain Associates with respect to the City's Americans with Disabilities Act (ADA) Transition Plan	Exhibit 4, Appendix 3
2016-187	Recommend the State of Alabama Alcoholic Beverage Control Board the issuance of a 020 – Restaurant Retail Liquor license to CB7 of Mountain Brook, LLC (trade name Charbar No. 7) located at 900 Jemison Lane, Mountain Brook, AL 35223	Exhibit 5, Appendix 4
2016-188	Award the bid for the construction of the joint police and fire training facility and authorizing the execution of a contract for same	Exhibit 6, Appendix 5

- | | | |
|-----------------|--|--------------------------|
| 2016-189 | Accept the professional services agreement with Sain Associates with respect to a feasibility study and related services for the proposed roundabout at the intersection of Cahaba Road/Culver Road/U.S. Highway 280/Lane Park Road and authorize the execution of an agreement for same | Exhibit 7,
Appendix 6 |
| 2016-190 | Ratify the execution of the Preferred Pay Plan Agreement Addendum with respect to the City's workers' compensation plan effective February 1, 2016 | Exhibit 8,
Appendix 7 |

Thereupon, the foregoing minutes and resolutions were introduced by Council President Smith and a motion for their immediate adoption was made by Council member Shelton. The minutes and resolutions were then considered by the City Council. Council member Womack 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
Philip E. Black
Lloyd C. Shelton
Alice B. Womack

Nays: None

Council President Smith thereupon declared that said minutes and resolution (Nos. 2016-183 through 190) are adopted by a vote of 5—0 and as evidence thereof she signed the same.

2. PRESENTATION AND RECOGNITION (RESOLUTION NO. 2016-183, EXHIBIT 1)

Mayor Welch read aloud and presented Resolution No. 2016-183 to Mayor Lawrence T. Oden. Afterward, City Manager Sam Gaston announced that in recognition of Mayor Oden's distinguished service and his close connection and support of the police and fire services, the City Council will name the soon to be constructed joint training facility (Resolution No. 2016-188) the "Mayor Terry Oden Police & Fire Training Facility" (Appendix 8).

3. ANNOUNCEMENT REGARDING THE NEXT MEETING OF THE CITY COUNCIL

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

4. ADJOURNMENT

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

5. CERTIFICATION

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

City Clerk

EXHIBIT 1

RESOLUTION NO. 2016-183

**EXPRESSION OF GRATITUDE TO LAWRENCE T. ODEN
FOR HIS DEDICATED SERVICE TO THE CITY OF MOUNTAIN BROOK**

WHEREAS, Lawrence Terry Oden served the City of Mountain Brook as Mayor for twenty (20) years, beginning on October 27, 1996 through November 7, 2016; and

WHEREAS, Lawrence Terry Oden served thirteen years on the Planning Commission beginning April 2, 1990 through March 3, 2003, and served on the City Council from 1992-1996; and

WHEREAS, Lawrence Terry Oden was elected Mayor in 1996 without opposition and was reelected in 2000. In the 2004 election, he faced two opponents garnering over sixty percent of the votes. Elections in 2008 and 2012 were also won without opposition; and

WHEREAS, Lawrence Terry Oden was instrumental in the purchase of the old Shades Valley High School property for public use; in the completion of the new municipal complex including City Hall, Fire Station #1 and the police station; and in the transformation of Lane Parke and the opening of the Grand Bohemian hotel. He has overseen the renovation of the commercial villages and many additional miles of sidewalks in the community; and

WHEREAS, Lawrence Terry Oden represented the City of Mountain Brook on the Jefferson County Mayor's Association serving as President in 2008, Metropolitan Planning Organization (MPO), the Storm Water Management Authority (SWMA), and numerous years as the Chairman of the Jefferson County Emergency Management Agency. Through his hard work on the EMA, Jefferson County is today recognized as one of the best prepared and professionally run EMAs in Alabama; and

WHEREAS, it is the desire of the residents of Mountain Brook to express their appreciation to Lawrence Terry Oden and recognize his outstanding and unparalleled service to our City and his commitment to public service; and

NOW, THEREFORE, be it resolved that the Mayor and City Council, on behalf of all the residents of Mountain Brook, do publicly thank Lawrence Terry Oden for his years of dedicated service as the longest serving Mayor of Mountain Brook and wish him well in his future endeavors.

EXHIBIT 2

RESOLUTION NO. 2016-184

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

- (a) That Alabama Power Company be requested to install one (1) 150 W MH [LED] Cut-off Cobra on an existing pole on between the properties located at 4040 and 4044 Royal Oak Court.
- (b) That the City Clerk be directed to furnish the Alabama Power Company a certified copy of this resolution.

APPENDIX 1

EXHIBIT 3**RESOLUTION NO. 2016-185**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the execution of a contract for services between the City and ETC Institute to design and administer a resident survey, in the form as attached hereto as Exhibit A, subject to such minor revisions as may be determined appropriate by the City Attorney.

APPENDIX 2

EXHIBIT 4**RESOLUTION NO. 2016-186**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to the development of an American With Disabilities Act (ADA) transition plan; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manger to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said professional services engagement.

APPENDIX 3

EXHIBIT 5**RESOLUTION NO. 2016-187**

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 020 – Restaurant Retail Liquor license to CB7 of Mountain Brook, LLC (trade name Charbar No. 7) located at 900 Jemison Lane, Mountain Brook, AL 35223.

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

APPENDIX 4

EXHIBIT 6

RESOLUTION NO. 2016-188

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby awards the bid for the construction of a joint Fire and Police training facility to Safford Construction having been determined to have submitted the best bid and in compliance with the expressed specifications; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manger to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said project subject to review by legal counsel.

APPENDIX 5

EXHIBIT 7**RESOLUTION NO. 2016-189**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby accepts the professional services proposal submitted by Sain Associates, in the form as attached hereto as Exhibit A, with respect to a feasibility study and related services regarding the proposed roundabout at the intersection of Cahaba Road/Culver Road/U. S. Highway 280/Lane Park Road; and

BE IT FURTHER RESOLVED by the City Council of the City of Mountain Brook, Alabama that the City Council hereby authorizes the City Manger to execute and deliver, or cause to be executed and delivered, on behalf of the City such documents, instruments, and agreements that may be deemed necessary or appropriate with respect to said professional services engagement.

APPENDIX 6

EXHIBIT 8**RESOLUTION NO. 2016-190**

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby ratifies the execution of the Preferred Pay Plan Agreement Addendum, in the form as attached hereto as Exhibit A, with respect to the City's workers' compensation plan effective February 1, 2016.

APPENDIX 7

2016-184

Street Lighting Modifications

Alabama Power Company

Alabama

Garrison:

This to advise that CITY Council Commissioner of the City of Mountain Brook, Alabama on the 14th day of November 2016, adopted resolutions which appear in the minutes of this meeting, authorizing the following street lighting modifications:

Fixture Ownership				Sha Lamp (Lumens)	Location
Number of Fixtures Owned by Co.	Number of Fixtures Owned by Customer	Install	Remove		
X				150W LED	On existing pole located between homes with addresses 4040 and 4044 Royal Oak Court

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

(a) Additions \$ _____

(b) Removals \$ _____

(c) Other \$ _____

(d) Net Change in Annual Billing \$ _____

(e) Previous Annual Billing \$ _____

(f) New Annual Billing \$ _____

(g) New Monthly Billing \$ _____

For Company Use Only: M.E. Number W.E. No request

Alabama Power Company

Approved: Sam Gaston City Manager

Titled: City Manager

EXHIBIT A

SKETCH OF PROPOSED WORK—SIMPLIFIED W. E.

Customer: City of Mountain Brook

Location: _____

Project No./Case: _____

Estimated No.: _____

District: _____

Town: _____

Created by: _____

Date: _____

Division: _____

Territory: _____

Range: _____

Asset ID: _____

Acquisition Agent: _____

Date NW Assigned: _____

Date NW Cleared: _____

Mgt Reference: _____

LOO: _____

Transformer Loading: _____



Yelping

Pr | Inc.

PROJECT CO. Co. Name

CITY CO. Co. Name

ADDRESS

PHONE NO.

ADDRESS

PHONE NO.

STATE

CITY

COUNTY

SCALE

DATE

APPENDIX I



CITY OF MOUNTAIN BROOK

P. O. Box 130009

Mountain Brook, Alabama 35213-0009

Telephone: 205.802.3825

Facsimile: 205.874.0611

www.mtnbrook.org

November 15, 2016

Ms. Debbie Therrell
 Alabama Power Co.
 600 North 18th Street
 35-1635
 Birmingham, AL 35203

Dear Ms. Therrell:

Enclosed please find the following Street Lighting Modification form:

Resolution No. 2016-184 authorizing the installation of one (1) 150W MW (LED) Cut-off Cobra street light on an existing pole between the properties located at 4040 and 4044 Royal Oak Court

Please coordinate with Ronnie Vaughn at 205/802-3865 or vaughnr@mtnbrook.org regarding any questions regarding the shielding instructions described in the order.

Sincerely,

 Steven Boone
 Director of Finance

Enclosure



CITY OF MOUNTAIN BROOK

517 Church Street

P.O. Box 130009

Mountain Brook, Alabama 35213

Telephone: 205.802.3805

Fax: 205.874.0611

www.mtnbrook.org

November 3, 2016

Dear Resident,

The City of Mountain Brook has received a request to place a 150 watt LED street light on an existing utility pole between 4040-4044 Royal Oak Court. (See attached map). The flood light currently on this utility pole would be removed.

The City Council will consider this request at its November 14th meeting which will begin at 7:00 pm. You are invited to attend this meeting to offer your comments on this request. If you are unable to attend on November 14th, but would like to submit comments, please contact me at gastons@mtnbrook.org or at 802-3800.

Sincerely,

 Sam S. Gaston
 City Manager

Attachment

2016-185

From: Jason Morado [mailto:jmorado@etcinstitute.com]
Sent: Tuesday, October 18, 2016 11:35 AM
To: Sam Gaslon
Subject: Re: Next Survey

Hi Sam,

Here's the contract for your review. It's mostly the same contract as we used last time, but there are a few changes:

*The dates have of course been updated.

*I've increased the fee by 2% for inflation, which is our standard policy.

*Under "ETC Institute's responsibilities" I've added that we will create an online survey. In addition to administering the survey by mail and phone, we now also administer the survey via e-mail.

*Under "Responsibilities for the City of Mountain Brook" I've added that the City will provide GIS shapefiles showing the boundaries of the City.

Let me know if you have any questions.

Thanks!
Jason

Jason Morado
Senior Project Manager
ETC Institute
725 W. Frontier Circle
Olathe, KS 66061
W: (913) 829-1215
C: (913) 406-2546
jmorado@etcinstitute.com

Contract for Services and Scope of Work
Between ETC Institute and the City of Mountain Brook, AL

ARTICLE I: SCOPE OF SERVICES

- 1. Overview of Services to Be Performed. ETC Institute will design and administer a citizen survey for the City of Mountain Brook, AL.
2. Maximum fixed fee. The total fee for the project is \$16,015.
3. ETC Institute's responsibilities. The tasks that will be performed by ETC Institute as part of this agreement include the following:
- finalizing the methodology for administering the survey based on input from the City.
- designing a resident survey instrument that is up to 15 minutes in length (6-7 pages).
- creating the online survey
- selecting a random sample of households to be surveyed
- setting up the database
- conducting a pretest of the survey instrument
- completing 400 surveys by a combination of mail, phone, and internet (ETC Institute's costs include all labor, postage and printing associated with the administration of the survey).
- conducting data entry and quality control review for all completed surveys
- providing complete printouts of the data
- conducting benchmarking analysis that shows how the results for Mountain Brook compare to other cities in the US, the mid-west region, and in Missouri.
- conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.

APPENDIX 2

✓ completing a final report that will include an executive summary, charts and graphs, GIS mapping, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument.

✓ making one on-site presentation of the survey results to the City.

4. Responsibilities for the City of Mountain Brook will include the following:

- ✓ approving the survey instrument
✓ providing a cover letter for the mail version of resident surveys
✓ providing GIS shapefiles that show the boundaries of the City

ARTICLE II: PAYMENT FOR SERVICES

- 1. Invoices will be submitted throughout the duration of the project, for a total project fee of \$16,015.

ARTICLE III: MISCELLANEOUS PROVISIONS

- 1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties.
2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
3. Rights to Use the Data. ETC Institute has the right to use the data as a component of ETC Institute's DirectionFinder® benchmarks, but ETC Institute will not release specific results for the City of Mountain Brook without written approval from the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

Sam Gaslon
City of Mountain Brook
City Manager

Date 11-14-16

Chris Tatham, CEO
ETC Institute

Date

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND ETC INSTITUTE DATED NOVEMBER 14, 2016

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and ETC Institute ("the Contractor") dated November 14, 2016.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law.

- 1. Definitions. For purposes of this Addendum, the terms below have the following meanings:
A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors.
2. Arbitration; Mediation; Alternate Dispute Resolution. The City agrees to arbitrate disputes or to engage in alternate dispute resolution (ADR) if arbitration or ADR is required by the agreement as a means of resolving disagreements arising thereunder or is a precondition to the pursuit of other legal remedies, but only to the extent (1) the rights and remedies available under such arbitration rules or processes do not afford the Contractor greater relief (e.g., attorney's fees, damages, etc.) than would be available under otherwise applicable law, (2) the venue for the arbitration or mediation proceeding is in Jefferson County, Alabama, and (3) the costs of such proceedings (including the fees of the arbitrator or mediator) are divided evenly between the parties.
3. Attorney's Fees; Court Costs; Litigation Expenses. The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs,

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

- 4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be subject to late payment charges pending resolution of the dispute.
5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.
6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.
7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Contractor's hiring practices to execute an affidavit to this effect on the form supplied by the Board and return the same to the City. Contractor shall also enroll in the E-Verify

APPENDIX 2

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, 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.

DATED this 14th day of November, 2016.

ETC Institute

City of Mountain Brook, Alabama

By: _____

By: Sam Austin

Its: _____

Its: City Manager



2016-186

October 21, 2016

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

Subject: Proposal for Mountain Brook ADA Transition Plan
Sain Project No. 140252

Dear Mr. Gaston:

Thank you for the opportunity to express our interest in developing the Mountain Brook ADA Transition Plan. Sain Associates proposes to provide a team of professionals, experienced in ADA compliance and preparation of ADA Transition Plans, in order to develop an ADA Transition Plan that is both appropriate for your community and compliant with federal guidelines.

Statement of Understanding and Approach

Federal law requires that all public entities over 50 employees create a transition plan that shows the City's strategy of how it will evaluate, plan, and make upgrades to bring the City up to current ADA standards. This is required for both right-of-way (ROW) infrastructure such as sidewalks, curb ramps, and pedestrian signals, and also for public facilities like buildings, parks, bathrooms, etc.

In order to assist Mountain Brook in addressing these requirements, the following proposal only includes the scope of work necessary to provide a transition plan for elements located within public ROW. Buildings and other facilities would not be addressed as part of the proposed scope of work below. If assistance is needed in that area, we would be pleased to help you identify a qualified architectural firm to conduct the work.

We understand the City has set up a proposed \$25,000 budget for this work. We have tailored the scope below to best meet that budget and proposed supplemental work should more funding become available.

Scope of Work

The development of an ADA Transition Plan should include the following key items:

- A list of physical barriers
Strategies and methods to remove these barriers
A schedule to become compliant
Public involvement
An identified ADA coordinator responsible for implementing the plan

Two Parkmore Park South Suite 500 East | Birmingham, Alabama 35243 | p: 205.940.6400 | f: 205.940.6433 | sain.com

Mountain Brook ADA Transition Plan
October 21, 2016
Page 2

List of Physical Barriers

Sain Associates will perform an inventory of Mountain Brook's current pedestrian elements with the public ROW. This will require significant field time to walk the City and check sidewalk cross slopes, minimum widths, sloping on curb ramps, detectable warnings of curb ramps, on-street parking, etc. This inventory will identify existing pedestrian elements within public ROW which are not in compliance with current ADA requirements.

Due to the field time required and the limited budget, we would recommend the highest use areas be inventoried first. That would be the three villages: Crestline, Mountain Brook, and English Village. The limits of those would be as shown on the City's Walkway Masterplan. We estimate 6 days to inventory these 3 villages.

Supplemental Inventory Should more funding become available, we would recommend next checking the older pedestrian infrastructure around the City. Also as requested Sain would inventory the sidewalk connecting points within the City's parks. Sain estimates an additional 3 weeks of field time would be needed to inventory these sidewalks, which would be billed at an hourly rate. This is estimated to be an additional \$20,000. There have been several sidewalk projects within the last 10 years as part of the sidewalk master plan which should generally be ADA compliant. Sain would plan to inventory those newest sidewalks as the lowest priority if funding permits. The transition plan would note which areas would be inventoried in future phases.

Strategies to Remove Barriers

Sain will analyze the City's overall condition to develop a prioritization plan. The highest use areas or locations with previous complaints will be targeted early. Budget considerations will also need to be a part of the strategy. The City's permitting and subdivision regulations will be reviewed and recommendations made to update them for ADA compliance.

Schedule to Remove Barriers

Sain will consult with the Finance Chair, City Manager, Public Works Director, and other City personnel as needed to set a goal for upgrading the City's facilities. Sain proposes having a near term goal (1-3 years) and a long term goal (4-10 years) to bring all City infrastructure up to ADA standards. The plan should be reviewed and updated at approximately 4 year intervals.

Public Involvement

Sain will seek input from individuals and also from any local organizations that might interact with disabled citizens. Sain will plan to give a brief presentation at a City Council meeting, and then up to 2 other meetings such as at a neighborhood group, or perhaps the Chamber of Commerce. Sain would also provide a draft plan to be posted online and/or at the library. Sain will prepare comment forms and the input received on these forms will be considered and incorporated into the transition plan document. Upon completion, the plan will be submitted to the City Council and should be made available for future public comment.

Final Revisions & Submittal

Following public involvement, any last revisions to the plan will be made and the final document will be submitted. Sain will sit down with the ADA coordinator to review the plan in detail and answer any last questions he may have on ADA compliance.

Fee Structure

Table with 3 columns: Task, Fee Type, Amount. Rows include Physical Barriers Inventory (\$8,500), Strategies to Remove Barriers (\$4,500), Schedule to Remove Barriers (\$3,000), Public Involvement (\$7,500), Final Revisions & Submittal (\$1,500), Total (\$25,000), Supplemental Inventory (\$20,000), Total with Supplemental (\$45,000).



APPENDIX 3

Mountain Brook ADA Transition Plan
October 21, 2016
Page 3

Revisions

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

Thank you for the opportunity to assist you on this project. If you are in agreement, please sign your acceptance of this proposal below. If you have any questions, please contact our project manager Matt Stoops at 205-263-2180 or by email at mstoops@sain.com.

Sincerely,

Handwritten signature of Matt Stoops

Matt Stoops, PE
Project Manager

Handwritten signature of Becky White

Becky White, PTP
Vice President / Organizational Development

Attachments: 2016 Sain Terms & Conditions (rev 4/4/16)

Accepted by: City of Mountain Brook
Signature: Sam Gaston
Name: Sam Gaston
Title: City Manager
Date: 11-14-16

SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Table of Rates: Principal (\$155.00 - \$175.00 per hour), Engineer/Planner (\$145.00 per hour), etc.

Reimbursable Expenses: Travel, contract courier service, and travel expenses are not included within our basic fee and will be passed along to you at our cost, plus 10%.

Payment: To be made monthly based upon the percentage of work completed and invoices to you. Your obligation to pay for services rendered hereunder is in no way dependent upon your ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies.

Attestation Law Compliance: 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.

Standard of Care: The standard of care for all professional services performed or furnished by Sain Associates under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality.

Responsibility of the Client: Client shall provide all criteria and full information as to his requirements for the Project including budgetary limitations.

Schedules, Budgets and Estimates or Opinions of Cost: Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information.

Job Site Safety/Construction Phase Services: The Contractor has sole responsibility for job site safety and construction means and methods, not the design professional.

Use of Electronic Media: Copies of documents that may be relied upon by the Client are limited to this printed copies (also known as hard copies) that are signed or initialed by Consultant.

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



SAIN ASSOCIATES, INC.
TERMS AND CONDITIONS

Dispute Resolution

Client and Sain Associates agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations...

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses...

Force Majeure

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

Termination of Contract

Client may terminate the Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein.

Schedule 2014 (Rev. 4/14/14)



ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF MOUNTAIN BROOK AND
SAIN ASSOCIATES
DATED NOVEMBER 14, 2016

THIS ADDENDUM ("the/this Addendum") to the principal agreement between the City of Mountain Brook, Alabama ("the City") and Sain Associates ("the Contractor") dated November 14, 2016.

This Addendum is a part of the principal agreement, but supersedes and controls any conflicting or inconsistent terms or provisions in the principal agreement, particularly to the extent the conflicting or inconsistent terms or provisions purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law...

- 1. Definitions. For purposes of this Addendum, the terms below have the following meanings:
A. "The City" refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies.
B. "The (this) Agreement" refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City...
C. "The Contractor" refers to the person, firm, or other legal entity that enters into an agreement with the City to provide goods, materials, or services to the City...

Page 1 of 3

APPENDIX 3

and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

- 4. Late Payment Charges; Fees; Interest. The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services at a rate higher than two-thirds of one percent per month (eight percent per annum), but bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor.
5. Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies. The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity in privity therewith or acting on Contractor's behalf.
6. Choice of Law; Choice of Venue or Forum. The meaning, legal effect, and enforcement of terms and provisions of the agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles.
7. Construction of Addendum. Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal agreement or as a matter of law.
8. Alabama Immigration Law Compliance Contract. Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama.

Page 2 of 3

Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the Board may require to confirm Contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the City and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If Contractor violates any term of this provision, this Agreement will be subject to immediate termination by the City. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, 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.

DATED this 14th day of November, 2016.

Sain Associates

City of Mountain Brook, Alabama

By:
Its:

By: Sam Hester
Its: City Manager

Page 3 of 3



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161109150148043



Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Trade Name: CHARBAR NO 7 Filing Fee: \$50.00
Applicant: CB7 OF MOUNTAIN BROOK LLC Transfer Fee:
Location Address: 900 JEMISON LANE MOUNTAIN BROOK, AL 35223
Mailing Address: 13900 CONLAN CIRCLE, SUITE 240 CHARLOTTE, NC 28277
County: JEFFERSON Tobacco sales: NO Tobacco Vending Machines:
Type Ownership: LLC

Book, Page, or Document info: 00327 0888
Date Incorporated: 08/18/2014 State incorporated: AL County Incorporated: MONTGOMERY
Date of Authority: 08/18/2014 Alabama State Sales Tax ID: 00000000

Table with columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: TYLER ALEXANDER HAGER, MANAGING MEMBER, 10101 TERRY CHARLOTTE, NC, 2319 HASSELL PLACE CHARLOTTE, NC 28209

Has applicant complied with financial responsibility ADC RR 20-X-5-14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Contact Person: STEVE ARNOLD Home Phone: 205-703-5404
Business Phone: 704-281-0692 Cell Phone: 205-703-5404
Fax: E-mail: TYLER@CHARBAR.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161109150148043



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: EVSON INC 000-000-0000
What is lessors primary business? COMMERCIAL REAL ESTATE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO
Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES
Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 5000 Display Square Footage:
Building seating capacity: 188 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Location is within: CITY LIMITS Police protection: CITY

Table with columns: Name, Violation & Date, Arresting Agency, Disposition. Row 1: 1

APPENDIX 4



STATE OF ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD ALCOHOL LICENSE APPLICATION Confirmation Number: 20161109150148043



Initial each Signature page
JEP In reference to law violations, I attest to the truthfulness of the responses given within the application.
JBP In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
NIA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
NIA In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
NIA In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
NIA In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JEP In accordance with Alabama Rules & Regulations 20-X-6-01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
JBP 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.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): James B. Piffen, Jr. Attorney in Fact
Signature of Applicant: [Signature] Attorney in Fact
Notary Name (print): Michael W. Mudd
Notary Signature: [Signature] Commission expires:



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:



CITY OF MOUNTAIN BROOK
P. O. Box 130009
Mountain Brook, Alabama 35213-0009
Telephone: 205.802.2400
Facsimile: 205.879.6913
www.mtnbrook.org

November 15, 2016

Ms. Valencia Johnson
Alabama ABC Board
234 Aquarius Drive, Suite 103
Homewood, AL 35209
Facsimile: (205) 942-2102

Dear Ms. Johnson:

Attached is a copy of a resolution passed at the November 14, 2016, City Council meeting recommending the issuance of a 020 - Restaurant Retail Liquor license to:

CB7 of Mountain Brook, LLC
(Trade name Charbar No. 7)
900 Jemison Lane
Mountain Brook, AL 35223

If you have any questions, please call me at 802-3825.

Sincerely,
[Signature]
Steven Boone
City Clerk

Enclosure
c: Steve Arnold (tyler@charbar.com)
Jop Archer (jop@jplaw.com)

PROJECT No. 15109
AS TABULATED BELOW, BIDS WERE RECEIVED
DATE: 11/09/2016 TIME: 2:00 PM CST
PLACE: OFFICE OF THE CITY MANAGER
56 CHURCH STREET,
MOUNTAIN BROOK, ALABAMA 35213

CERTIFIED TABULATION OF BIDS
PROJECT: REBID - JOINT TRAINING FACILITY FOR
FIRE AND POLICE DEPARTMENTS
MOUNTAIN BROOK, ALABAMA

CONTRACTOR	SURETY	BASE BID	ALT #1 FLOOR FINISHES	ALT #2 OSB	UNIT #1 SOIL REMOVAL	UNIT #2 L.E. CONCRETE	UNIT #3 STRUCT. FILL	REMARKS
Battle Miller Construction 586 Shades Crest Rd Birmingham, AL 35226	NO BID							
Construction Services Group, LLC 402 Office Park Drive, Suite 208 Mountain Brook, AL 35223	NO BID							
Duncan and Thompson 520 Mineral Trace, suite d Birmingham, AL 35244	NO BID							
Goodgame Company 2211 3rd Ave S A Pell City, AL 35128	WESTERN SURETY	\$530,000	DEDUCT \$3,800	DEDUCT \$500	\$25 / yd3	\$25 / yd3	\$200 / yd3	
Meadows Construction 117 Hillsdale Road Birmingham, AL 35213	CAPITOL INDEMNITY CORPORATION	\$541,202	DEDUCT \$4,975	DEDUCT \$560	\$35 / yd3	\$200 / yd3	\$45 / yd3	
Pratt Construction 5200 Cahaba River Rd Vestavia Hills, AL 35243	NO BID							
Richardson Construction 1053 Brimble Rd Ironton, AL 35210	NO BID							
Safford Construction 301 Beacon Pkwy W Suite 120 Birmingham, AL 35209	NAVIGATORS INSURANCE	\$440,000	DEDUCT \$3,277	DEDUCT \$290	\$18 / yd3	\$135 / yd3	\$55 / yd3	
Shelby Company, LLC 2150 Chacoby Drive Birmingham, AL 35226	GRAY CASUALTY & SURETY COMPANY	\$585,000	DEDUCT \$5,000	ADD \$300	\$15 / yd3	\$20 / yd3	\$80 / yd3	
Steven Vaughn Construction 4236 Fowlers Ferry Road N Southdale, AL 35907	NGM INSURANCE COMPANY	\$537,654	ADD \$11,200	ADD \$2,000	\$45 / yd3	\$130 / yd3	\$35 / yd3	
Stens Building 3120 6th Ave S, Birmingham, AL 35223	NO BID							

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 11th day of November by [Signatures]
 [Signature] Notary Public Comm Exp 10-16-18
 [Signature] L.S. [Signature]
 [Signature] L.S. [Signature]

2016-188

MANDATORY PRE-BID CONFERENCE
SIGN-IN SHEET

PROJECT NAME: JOINT TRAINING FACILITY FOR FIRE AND POLICE DEPARTMENTS
PROJECT NO: MOUNTAIN BROOK ALABAMA
DATE: 15/109 - REBID
9/1/16 2:00 PM CST

COMPANY NAME AND ADDRESS	GENERAL SUB	REPRESENTATIVE PRINT NAME	SIGNATURE	PHONE NO
SHelby Company LLC 2150 Chacoby Dr Birmingham AL 35226	GC	Mike Shelby	[Signature]	205-515-0953
Stevan Vaughn Const 4236 Fowlers Ferry Rd N Southdale AL 35907	GC	Siva Robinson	[Signature]	256-452-1780
Duncan & Thompson 520 Mineral Trace Birmingham AL 35244	GC	Steve Arnold	[Signature]	205-461-4151
HEARDERS CONSTRUCTION	GC	Tommy Thompson	[Signature]	703-5404
Battle Miller Const 586 Shades Crest Rd Birmingham AL 35226	GC	Blair Meadows	[Signature]	205-357-2089
Terry Hobbs 3502 11th Ave N CSC	GC	Blair Meadows	[Signature]	205-461-4151
Scott Prior Pratt Const	GC	Tanner Coyle	[Signature]	308-9095
Alex Battle Battle Miller Const	GC	Daniel Miller	[Signature]	804-852-1780

APPENDIX 5

MANDATORY PRE-BID CONFERENCE
SIGN-IN SHEET

PROJECT NAME: JOINT TRAINING FACILITY FOR FIRE AND POLICE DEPARTMENTS
PROJECT NO: MOUNTAIN BROOK ALABAMA
DATE: 9/1/16 2:00 PM CST

COMPANY NAME AND ADDRESS	GENERAL SUB	REPRESENTATIVE PRINT NAME	SIGNATURE	PHONE NO
SHelby Company LLC 2150 Chacoby Dr Birmingham AL 35226	GC	Mike Shelby	[Signature]	205-515-0953
Stevan Vaughn Const 4236 Fowlers Ferry Rd N Southdale AL 35907	GC	Siva Robinson	[Signature]	256-452-1780
Duncan & Thompson 520 Mineral Trace, suite d Birmingham, AL 35244	GC	Steve Arnold	[Signature]	205-461-4151
HEARDERS CONSTRUCTION	GC	Tommy Thompson	[Signature]	703-5404
Battle Miller Const 586 Shades Crest Rd Birmingham AL 35226	GC	Blair Meadows	[Signature]	205-357-2089
Terry Hobbs 3502 11th Ave N CSC	GC	Blair Meadows	[Signature]	205-461-4151
Scott Prior Pratt Const	GC	Tanner Coyle	[Signature]	308-9095
Alex Battle Battle Miller Const	GC	Daniel Miller	[Signature]	804-852-1780

ALABAMA
MEDIA GROUP

The Birmingham News
LEGAL AFFIDAVIT
AD# 0007851428



Sworn to and subscribed before me this 11th day of November, 2016

[Signature]
Notary Public

State of Alabama, ss: I, Lynne M. Eubanks, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same was presented to me for recording and that the same has been duly recorded in my office and the date of recording is this 11th day of November, 2016. My commission expires on 11/15/2018.

NOTARY PUBLIC
LYNNE M. EUBANKS
11/15/2018
1000 1/2 BLDG 27 50108

10/21/2016 8:39 AM Alabama Department of Transportation Form Revised 7-30-13

Date of Research	Project No.	County	City/Town	Project Description	Project Length (Miles)	Consultant
2/16/2018	150.08.2.002.001.04	1		Carroll County Road 2000	0.33	San Associates
2/16/2018	150.08.2.001.006.04	1		Carroll County Road 2000	0.33	San Associates
2/16/2018	150.08.2.001.007.04	1		Carroll County Road 2000	0.33	San Associates
2/16/2018	150.08.2.001.005.04	1		Carroll County Road 2000	0.33	San Associates
Total Tracts: 6						

Supporting Documentation for ROW Fee Proposal

Project No. _____
 County Jefferson
 Description Carroll County Road 2000
 Scope of Work Intersection Improvement
 Project Length 0.33 Miles
 Consultant San Associates

Estimated number of tracts: 6
 ROW Map, Tract Sketches and Deeds
 Engineer KEVIN A. CROFT
 Check

Project No. _____
 County Jefferson
 Description Carroll County Road 2000
 Scope of Work Intersection Improvement
 Project Length 0.33 Miles
 Consultant San Associates

Task # Tract Sketches 2.00
 Task # Right-of-Way Maps 0.00
 Task # Deeds 1.50
 TOTALS 3.50

Alabama Department of Transportation

Project No. _____
 County Jefferson
 Description Carroll County Road 2000
 Scope of Work Intersection Improvement
 Project Length 0.33 Miles
 Consultant San Associates

Fee Proposal (ROW Map, Tract Sketches & Deeds)

PERSONNEL COST	Hourly Rate	Quantity	Total
Project Manager (10% of Cost)	500.00	1	500.00
Engineer (10% of Cost)	450.00	1	450.00
Surveyor (10% of Cost)	150.00	1	150.00
Checker (10% of Cost)	100.00	1	100.00
Subtotal			1,200.00
Overhead (20% of Personnel Cost)			240.00
Subtotal			1,440.00
Printing & Reproduction Cost			100.00
Communication Cost			0.00
Travel Cost			0.00
Subtotal			100.00
Total Fee Proposal			1,540.00

Form Revised 7-30-13

Form Revised 1-3-13

Form Revised 7-30-13

Form Revised 1-3-13

10/21/2016 8:39 AM Alabama Department of Transportation Form Revised 7-30-13

Alabama Department of Transportation

Project No. _____
 County Jefferson
 Description Carroll County Road 2000
 Scope of Work Intersection Improvement
 Project Length 0.33 Miles
 Consultant San Associates

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

Category	Item	Quantity	Unit Price	Total
TRAVEL COST	Mileage	0	\$0.00	\$0.00
PERSONNEL COST	Hourly Rate	0	\$0.00	\$0.00
PRINTING & REPRODUCTION COST	Quantity	0	\$0.00	\$0.00
COMMUNICATIONS COST	Quantity	0	\$0.00	\$0.00
TRAVEL COST	Quantity	0	\$0.00	\$0.00
Total				\$0.00

Alabama Department of Transportation

Project No. _____
 County Jefferson
 Description Carroll County Road 2000
 Scope of Work Intersection Improvement
 Project Length 0.33 Miles
 Consultant San Associates

ROW MAP, TRACT SKETCHES AND DEEDS

Category	Item	Quantity	Unit Price	Total
ROW MAP	Quantity	2	\$100.00	\$200.00
TRACT SKETCHES	Quantity	6	\$100.00	\$600.00
DEEDS	Quantity	6	\$100.00	\$600.00
Total				\$1,400.00

Alabama Department of Transportation

Project No. _____
 County Jefferson
 Description Carroll County Road 2000
 Scope of Work Intersection Improvement
 Project Length 0.33 Miles
 Consultant San Associates

ESTIMATED BIDDING PRICE

Category	Item	Quantity	Unit Price	Total
ROW MAP	Quantity	2	\$100.00	\$200.00
TRACT SKETCHES	Quantity	6	\$100.00	\$600.00
DEEDS	Quantity	6	\$100.00	\$600.00
PERSONNEL COST	Quantity	0	\$0.00	\$0.00
PRINTING & REPRODUCTION COST	Quantity	0	\$0.00	\$0.00
TRAVEL COST	Quantity	0	\$0.00	\$0.00
Total				\$1,400.00

Form Revised 1-3-13

Form Revised 7-30-13

Form Revised 1-3-13

10/21/2016 8:29 AM Alabama Department of Transportation

Project No.	10210016
Description	Alabama Department of Transportation
Scope of Work	Phase 1 Cultural Resources Assessment
Project Length	1.00 Miles
Out-of-pocket Expenses (Roadway Plans)	
Travel Cost	\$ 117.20
Printing/Reproduction Cost	\$ 112.50
Subcontractor Cost	\$ 285.38
Total	\$ 515.08

**You must have ALOD approval for ANY overhead tips of less than 100 miles.

Form Revised 1.3.13

10/21/2016 8:29 AM Alabama Department of Transportation

Project No.	10210016
Description	Alabama Department of Transportation
Scope of Work	Phase 1 Cultural Resources Assessment
Project Length	1.00 Miles
PERSONNEL COST	
Project Manager (15% of Fee)	\$ 3,032.00
Project Engineer (15% of Fee)	\$ 3,032.00
Surveyor (15% of Fee)	\$ 3,032.00
Fieldworker (15% of Fee)	\$ 3,032.00
Subcontractor (15% of Fee)	\$ 3,032.00
Total Personnel Cost	\$ 15,160.00
Subtotal	\$ 15,160.00
Total Fee	\$ 15,160.00

**Spec Grand Total Fee sheet

Form Revised 1.3.13

10/21/2016 8:29 AM Alabama Department of Transportation

Project No.	10210016
Description	Alabama Department of Transportation
Scope of Work	Phase 1 Cultural Resources Assessment
Project Length	1.00 Miles
PERSONNEL COST	
Project Manager (15% of Fee)	\$ 3,032.00
Project Engineer (15% of Fee)	\$ 3,032.00
Surveyor (15% of Fee)	\$ 3,032.00
Fieldworker (15% of Fee)	\$ 3,032.00
Subcontractor (15% of Fee)	\$ 3,032.00
Total Personnel Cost	\$ 15,160.00
Subtotal	\$ 15,160.00
Total Fee	\$ 15,160.00

**Spec Grand Total Fee sheet

Form Revised 1.3.13

MRS Consultants, LLC

Cultural Resources Specialist Phase 1 Assessment Section 106 Compliance

February 24, 2016

Inspector G. Brown, Two Pioneer Park South, Birmingham, Alabama 35243

Re: Phase 1 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 improvements to the Cahaba Road and Highway 280 intersection in Mountain Brook, Alabama. The proposed improvements are proposed along the Highway 280 East road, Cahaba Road, Lane Road, and Cahaba Road, and will require additional right-of-way. The current project encompasses approximately 3.415 acres of land. The proposed improvements include the construction of a new 4,700 square foot parking lot, a new 4,700 square foot building, and a new 4,700 square foot building. The proposed improvements will be constructed in compliance with the guidelines set forth by the Alabama Historical Commission (AHC) and will consider both archeological and historic structural resources. The project will require that an Area of Effect (AOE) be investigated, which will extend beyond the limits of the direct construction impacts.

PRELIMINARY RESEARCH: This stage includes the laboratory analysis and preparation of the technical report and other documents of field work. Shovel test pits will be completed for each archeological site, which will be submitted to the AHC for a permit to excavate. Historic properties identified during the survey will be identified. A technical report will be written detailing the survey and findings of the research. The report will include a site map, a site plan, and a site description. The report will be submitted to the AHC for review and approval. The report will be submitted to the AHC for review and approval. The report will be submitted to the AHC for review and approval.

OPERATING BUDGET: AHC Researcher-Per Diem (\$20.00/day) 1 \$20.00 AHC Researcher-Per Diem (\$20.00/day) 2 \$40.00 Fieldwork-Per Diem (\$20.00/day) 4 \$80.00 Fieldwork-Mileage (50 miles) \$162.00 Miscellaneous Supplies/Equipment \$421.00 Total Operating \$813.00

INDIRECT COSTS ON OPERATING (10%) \$81.30 TOTAL COSTS \$894.30 LUMP SUM/FIXED PRICE \$5,160.00

Catherine C. Moyce, MRS Consultants, LLC

Sincerely,

APPENDIX 6



The hydraulic 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, weak lines and geomorphic 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 insect, 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 on that the stream and wetlands impacts will fall under a Nationwide Permit. If a Nationwide Permit is appropriate for the Project Phase, intent to use Cultural Resource and Threatened and Endangered Species determinations made by others as part of the project. Conditional Exclusion process to provide that information as well as the permitting process. Mitigation credits are required to the extent of those credits will be determined during the Corps of Engineers and are not included in the costs for this stream 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. These releases will be reviewed for available from the Alabama Department of Environmental Management (ADEM) to assess past releases and site activities. The ADEM will be contacted to determine if any releases are identified. Potential impacts to 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 (ADOT) Materials and Testing Clearance Letter.

4 Air Quality Impact Assessment

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



4.1 Drive
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 but, apart, 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 ADOT 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 ADOT requirements and mitigations 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



7 Streams and Wetlands Delineation

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 Definition manual procedures and current Regional Supplements. Delineations are based on the presence of hydrologic vegetation, wetland hydrology, and hydroic soils. Information pertaining to vegetation, hydrology, and soil characteristics will be obtained from each assessment site and recorded on the form entitled Wetland Delineation Worksheet. The information will be used to determine if a stream or wetland potential determination and jurisdictional wetland line placement, if present.

In order to determine the site layout and characteristics and assist in the identification and delineation of potential stream/wetlands and streams on the subject property, several reality-stable maps and aerial photographs will be prepared, including:

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

2.1 Stream Assessment Methods

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

The Department of the Army Mobile District, Corps of Engineers Standard Operating Procedure Compensatory Stream Mitigation Guideline Stream SOP will be used as a tool to provide a basic review and approval of compensatory stream mitigation plans. A key element of this 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 same procedure in the Stream SOP. The streams will be evaluated based on factors provided in the Stream SOP.



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,

[Signature]
Program Manager

[Signature]
Program Manager

February 28, 2016

Alicia Bailey, P.E.
Team Leader / Transportation
Scan Associates, Inc.
10000 South
Slate 500 East
Birmingham, AL 35263
Call: (205) 910-2699
Email: ajbailey@scan.com

Proposal for Traffic Noise Analysis (TNA)
US-280 / Cahaba Road Intersection Improvement
Birmingham and Montgomery Counties, Alabama
ATC Proposal Number: 2016-0016-0022

Ms. Bailey:

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

1.0 PROJECT UNDERSTANDING

ATC understands that you have requested us to conduct a TNA of the above referenced project area. Specifically, the project area includes the intersection of Cahaba Road and US-280 in Jefferson County, Alabama. Scan has informed us that the current intersection is to be replaced with a roundabout.¹

2.0 TRAFFIC NOISE ANALYSIS (TNA)

2.1. Scope of Services

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

¹ The attached 2-dimentional aerial photographs provided by Scan Associates, Inc.

² ATC understands that Scan will provide us with traffic, hydrologic and other, as well as other information requested for the TNA. Further, Scan has informed that within near client is the City of Mountain Brook, their contract and all data and reports will be reviewed and approved by the Alabama Department of Transportation (ADOT).

10/21/2016

Alabama Department of Transportation

6/28 AM

ROADWAY PLANS		ESTIMATED PRICES	
DATE	DESCRIPTION	ESTIMATED PRICE	ACTUAL PRICE
10/21/2016	ROADWAY PLANS	115.50	115.50
PERSONNEL COST		PERSONNEL COST	
Project Manager (10% of Log)	4.00	\$ 462.00	\$ 184.00
Checker	4.00	\$ 255.00	\$ 145.00
Grader	1.00	\$ 10.34	\$ 10.34
Total Personnel Labor		\$ 727.34	\$ 339.34
Operating Margin (10%)		\$ 79.81	\$ 37.33
Sub-Total		\$ 807.15	\$ 376.67
SUBCONSULTANT'S (at least mandatory & fee PERMITS with sub-contractor: show total fee for each item)		SUBCONSULTANT'S (at least mandatory & fee PERMITS with sub-contractor: show total fee for each item)	
Sub-Total		\$ 807.15	\$ 376.67
Subcontractor Administration Expenses (5%)		Subcontractor Administration Expenses (5%)	
Sub-Total		\$ 40.36	\$ 18.83
Finalities Capital Cost of Money (% of Direct Labor)		Finalities Capital Cost of Money (% of Direct Labor)	
Sub-Total		\$ 0.00	\$ 0.00
TOTAL		TOTAL	
		\$ 847.51	\$ 395.50

Form Revised 1-3-13

10/21/2016

Alabama Department of Transportation

6/27 AM

ROADWAY PLANS		ESTIMATED PRICES	
DATE	DESCRIPTION	ESTIMATED PRICE	ACTUAL PRICE
10/21/2016	ROADWAY PLANS	115.50	115.50
PERSONNEL COST		PERSONNEL COST	
Project Manager (10% of Log)	4.00	\$ 462.00	\$ 184.00
Checker	4.00	\$ 255.00	\$ 145.00
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Finalities Capital Cost of Money (% of Direct Labor)		Finalities Capital Cost of Money (% of Direct Labor)	
Sub-Total		\$ 0.00	\$ 0.00
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		\$ 847.51	\$ 395.50

Form Revised 1-3-13

10/21/2016

Alabama Department of Transportation

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Sub-Total		\$ 40.36	\$ 18.83
Finalities Capital Cost of Money (% of Direct Labor)		Finalities Capital Cost of Money (% of Direct Labor)	
Sub-Total		\$ 0.00	\$ 0.00
TOTAL		TOTAL	
		\$ 847.51	\$ 395.50

Form Revised 1-3-13

10/21/2016

Alabama Department of Transportation

6/29 AM

ROADWAY PLANS		ESTIMATED PRICES	
DATE	DESCRIPTION	ESTIMATED PRICE	ACTUAL PRICE
10/21/2016	ROADWAY PLANS	115.50	115.50
PERSONNEL COST		PERSONNEL COST	
Project Manager (10% of Log)	4.00	\$ 462.00	\$ 184.00
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Sub-Total		\$ 40.36	\$ 18.83
Finalities Capital Cost of Money (% of Direct Labor)		Finalities Capital Cost of Money (% of Direct Labor)	
Sub-Total		\$ 0.00	\$ 0.00
TOTAL		TOTAL	
		\$ 847.51	\$ 395.50

Form Revised 1-3-13

2016-190

STATE OF ALABAMA

COUNTY OF JEFFERSON

PREFERRED PAY PLAN AGREEMENT ADDENDUM

This addendum is entered into by and between the Municipal Workers Compensation Fund, Inc. and the City of Mountain Brook for the purposes of modifying that certain agreement entered into between the parties dated February 1, 2013 and is incorporated by reference as fully sent out herein except as follows:

- 3 (a) The maximum premiums for the 2016-2017 Fund Year shall be \$859,553. The maximum premium consists of an administration fee in the amount of \$126,601 and a loss fund of \$732,952.
- 11 The Fund hereby agrees to maintain, at all times, with underwriters' reinsurance and/or excess coverage for protection of the member. The Fund agrees to self-insure the layer over the City of Mountain Brook's \$350,000 SIR up to the Municipal Workers Compensation Fund, Inc.'s excess carrier attachment point. Therefore, the member's specific excess retention is \$350,000.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplication, with each copy to have the force and effect of the original, by their representatives, thereunto, duly authorized, on this the 1st day of February 2016 .

MUNICIPAL WORKERS
COMPENSATION FUND, INC.

Attested by: _____

By: _____
Tom Henderson, President

CITY OF MOUNTAIN BROOK,
ALABAMA

Attested by: Spencer Boone
City Clerk

By: Sam Maston
Its Chief Executive Officer

APPENDIX 7



CITY OF MOUNTAIN BROOK

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

Date: November 14, 2016
To: Sam Gaston, City Manager
From: Steven Boone
CC: Mayor and members of the City Council
Subject: Workers' Compensation Preferred Pay Plan Agreement Addendum

Effective February 1, 2013, the City switched from a self-insured (with excess loss insurance coverage) workers' compensation program to a high deductible program administered by the Municipal Workers' Compensation Fund (MWCF). Annually in February, the City extends the program for an additional 12-month period. The formal renewal was not performed in February 2016. Attached is a summary of the City's exposure and expense since 2009.

You will observe that the individual claim limit increased from \$300,000 to \$350,000 for 2016-2017 but is still well below the \$500,000 individual limit in 2012. The City's maximum exposure of \$859,553 is well below the 2012 aggregate limit of \$1.5 million. I recommend the City ratify the execution of the 2016-2017 Preferred Pay Plan Agreement Addendum.

Workers Compensation Cost Comparisons
City of Mountain Brook, Alabama
MWCF Started Fed 1, 2013

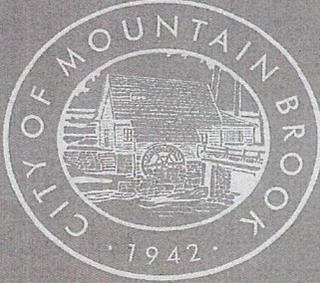
Sept 30	Total Work Comp Expense	Actuarial Reserve Incr (Decr)	Actual Cost (Claims Plus Admin Fees)	Individual Claim Limit	Maximum Premium	Admin Fee Incl in the Max Premium
2016	\$ 351,260	\$ 13,000	\$ 338,260	\$ 350,000	\$ 859,553	\$ 126,601
2015 ⁽¹⁾	332,718	12,000	320,718	300,000	739,293	115,531
2014	(148,519)	(375,000)	226,481	300,000	845,467	117,309
2013	155,131	0	155,131	250,000	811,977	94,220
2012	187,292	0	187,292	500,000	1,500,983	64,621
2011	597,322	400,000	197,322	400,000	1,240,792	63,671
2010	227,463	0	227,463	400,000	1,293,051	63,644
2009	245,154	0	245,154	400,000	1,293,051	63,194

In 2013, the City switched from a self-insured plan with reinsurance coverage for excessive claims to a high deductible plan with respect to its workers compensation coverage. The change enabled the City to significantly reduce its exposure on individual claims (from \$500,000 to \$250,000) as well as its maximum exposure (from \$1.5 million to \$812,000 annually).

Attached is the contract addendum to renew this plan for the 2016-2017 plan year that commences on February 1, 2016. I recommend renewing the plan as quoted.

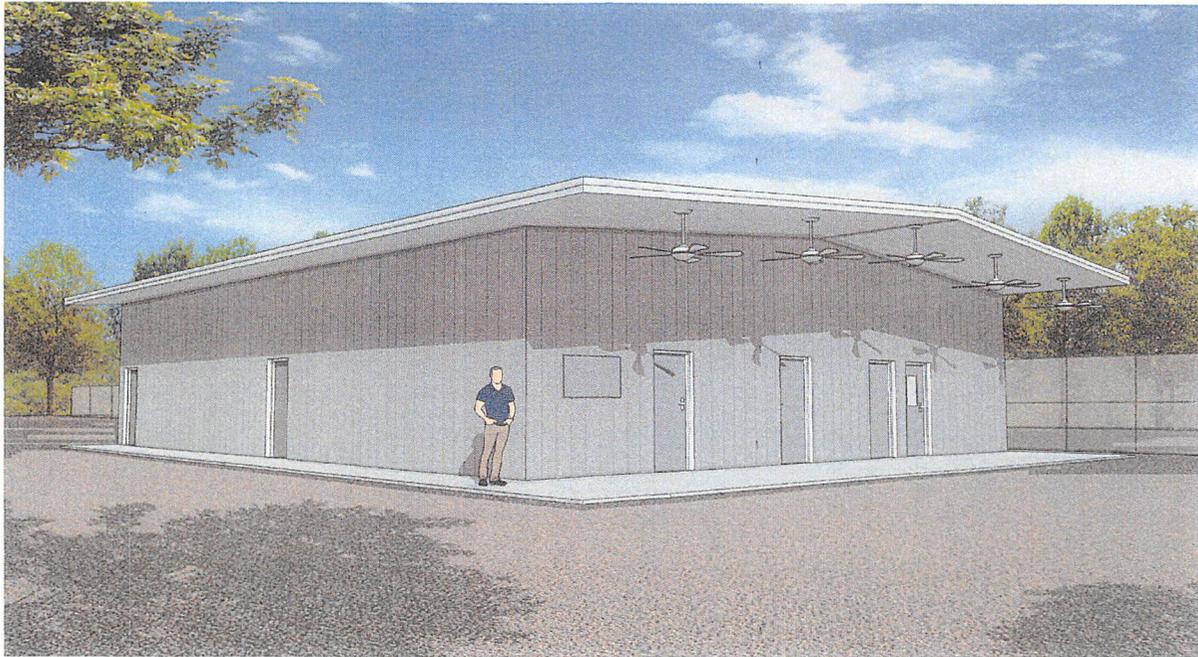
2016-190

APPENDIX 7



MAYOR TERRY ODEN
POLICE & FIRE
TRAINING FACILITY
2017

APPENDIX 8



Joint Training Facility
Mountain Brook, Alabama



Bill Whittaker, AIA
www.billwarch.com

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