

**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL PRE-COUNCIL ROOM (A106)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

JANUARY 28, 2019 6:00 P.M.

1. Consultant selection for APPLE grant study of Overton Road-Mike Kaczorowski of the Regional Planning Commission of Greater Birmingham (See attached information. This item may be added to the formal agenda.)
2. Short term parking request for Culver Road-Dana Hazen (See attached information. This item may be added to the formal agenda.)
3. Make alley between Elm Street and Main Street “one-way”-Ronnie Vaughn and Chief Cook (See attached information. This item may be added to the formal agenda.)
4. Transfer of funds for the Highway 280 pedestrian bridge project-Alice Womack and Steve Boone (See attached information. This item may be added to the formal agenda.)
5. Request for a street light on an existing pole across from 331 Cherry Street (See attached information. This item may be added to the formal agenda.)
6. Executive Session

**Statement of Interest
Advance Planning Programming and Logical Engineering
City of Mountain Brook – Overton Road Traffic Study**

Understanding of the Proposed Project

Skipper Consulting is pleased to provide this response to your Notice of Need of Professional Services for the preparation of an Advanced Planning Programming and Logical Engineering (APPLE) study of Overton Road from U.S. Highway 280 to Liberty Parkway in the cities of Mountain Brook and Vestavia Hills, Alabama. It is our understanding that the nature of the proposed project will be to conduct a study to evaluate near-term and long term improvements on a per-intersection and corridor-wide basis to correct current and future deficiencies in capacity and safety. Essential to the work is the accurate forecasting of future year traffic, particularly in light of impending developments in Liberty Park. The scope of work is to include: 1) assessing existing conditions, 2) forecasting future year traffic, 3) developing and analyzing improvement alternatives, and 4) preparing a recommended plan of action to address the project need and the development of cost estimates to construct the recommended alternative

Approach to the Proposed Project

Our initial work on the project scope of work involves three primary tasks: Task 1) data collection and analysis, Task 2) preparation of alternative improvements and sketch plans, and Task 3) final documentation and presentations. Included in Task 1 will be a comprehensive traffic analysis of Overton Road from U.S. Highway 280 to Liberty Parkway. The traffic analyses for the study will be conducted on an intersection-level and for the a.m. and p.m. peak hours of traffic flow. Task 2 would include preparation of alternative improvements and conceptual plans. The alternative improvements and conceptual plans will include impacts to environmental resources, utilities and anticipated right-of-way acquisitions. Specific attention will be paid to the need for pedestrian features and interconnectivity in the corridor. Documentation prepared in Task 3 will include estimates and funding source identification for the proposed improvements. It is recognized that involvement with the City of Vestavia Hills and Jefferson County Roads and Transportation will be needed throughout the course of the project.

Recent Relevant Experience

Skipper Consulting has a rich history in performing traffic engineering and transportation planning efforts in the Overton Road corridor. The following is a representative list of traffic engineering studies and transportation planning projects undertaken by Skipper Consulting, Inc. on Overton Road:

Overton Road at South Brookwood Road	April 2002, April 2015, and March 2018
Overton Publix	November 2002
Overton Road at Ashbury	December 2006
Overton Village	June 2007
Overton Road at Briar Oak Drive	April 2012 and January 2018
U.S. Highway 280 at Overton Road	January 2013
Cahaba River Park	November 2014
Brookwood Forest Elementary School	December 2014
Overton Road at North Woodridge	May 2016

Project Staff

The project manager for Skipper Consulting, Inc. will be Richard L. Caudle, P.E. Mr. Caudle will be familiar to both the staff of the RPC and the City of Mountain Brook due to his long-term and detailed involvement with traffic engineering and transportation planning for both organizations. The staff of Skipper Consulting possess over 120 years of professional experience in traffic engineering and transportation planning. We look forward to the opportunity to work with the RPC and the City of Mountain Brook on this project.

January 16, 2019

Mr. Mike Kaczorowski
Principal Planner for Transportation
Regional Planning Commission of Greater Birmingham
Two 20th Street North, Suite 1200
Birmingham, AL 35203

**RE: Statement of Interest
Overton Road Traffic Study: APPLE**

Neel-Schaffer, Inc. is pleased to submit this Statement of Interest to provide consultant services for the Overton Road Traffic Study in support of the Regional Planning Commission of Greater Birmingham's (RPCGB) Advance Planning, Programming, and Logical Engineering (APPLE) program. Our Birmingham office will be responsible for the delivery of services and has the staff and skills needed to provide the full range of services for this project. We have extensive experience performing traffic and safety studies and have led hundreds of road safety assessments (RSAs) at intersection and roadway sites throughout Alabama. Each RSA involved reviewing traffic and crash data, performing a site visit to observe existing conditions and traffic operations, proposing improvements to address the identified deficiencies and increase safety, and preparing a detailed report documenting all findings and proposed improvements.

Our approach will be to meet with City personnel and assist them in selecting 8-10 sites to be included in the project. Base maps for each site will be developed in GIS. Traffic data will be collected where needed, and a traffic operations analysis will be performed at each location. We will visit the sites to conduct field reviews of existing conditions (infrastructure, traffic conditions, sight distance, etc.). Our office is close to Vestavia Hills, so we are very familiar with the City's roadway network. We will also review and analyze crash data at each location. All findings will be documented in a technical memorandum that will be presented to the City. Based on the data identified in the research phase, two improvement alternatives will be identified for each site to correct deficiencies in intersection capacity and safety. These improvements will be shown on conceptual drawings, and an estimated cost will be developed for each alternative. We will meet with the City to present the alternatives and will incorporate their comments into the final drawings. A draft report will be prepared for City review and comment prior to preparation of a final report.

Becky Rogers, P.E., PTP, will serve as Project Manager for this study. Becky is a Senior Project Manager with 18 years of experience. She has both led and participated in a wide variety of planning, engineering, and safety projects including corridor studies, long range transportation plans, congestion management plans, ADA transition plans, and access studies. She has led numerous road safety assessments where her team visited roadway and intersection sites throughout Alabama to assess safety issues and propose countermeasures to improve safety and traffic flow. As both an engineer and planner, she brings a unique perspective to analyzing conceptual improvement alternatives. Becky has worked closely with many different municipalities, MPOs, and state DOTs.

Bob Portera, P.E., will serve as Senior Engineer and Planner. He has over 30 years of experience including extensive expertise in transportation alternatives analysis. Bob has participated in numerous road safety assessments throughout Alabama.

Shane Bergin, P.E., PTOE, from our Mobile Office will serve as lead Traffic Engineer. He has extensive experience in traffic analysis and has led many traffic studies. Shane also led many of the road safety assessments throughout south Alabama.

Tim Joiner, P.E., will serve as a Roadway Engineer. He has worked on a wide variety of roadway design projects and has led numerous road safety assessments in central Alabama.

Traffic Data, LLC is located in the Birmingham Area and will be teaming with us to provide traffic data collection. This firm is very experienced and has been collecting traffic data under Darrell Vines' leadership since 1990.

Neel-Schaffer has the qualifications, experience, and capacity to deliver a high-quality study on time and within budget. As shown above, we have extensive experience performing traffic operations studies, and we understand the scope and available resources. For these reasons, we respectfully request the opportunity to work with you on this study.

Sincerely,
NEEL-SCHAFFER, INC.



Mary Margaret Nicholson, P.E.
Vice President/Engineer Manager

DRAFT - AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is entered into as of the ____ day of _____, 2019, by and between the **Regional Planning Commission of Greater Birmingham**, a regional planning and development commission organized and existing under the laws of the State of Alabama ("RPCGB"), and the **City of Mountain Brook, Alabama**, a municipal corporation (the "Governmental Entity" or "City").

WITNESSETH:

WHEREAS, the Governmental Entity has applied to receive funding under the Advanced Planning Program and Logical Engineering (APPLE) program for a "Overton Road Traffic Study" (the "Project");

WHEREAS, the Project has been selected for funding under the APPLE program;

WHEREAS, the APPLE grant for the Project will fund 80% (or \$48,000) of the total Project cost of \$60,000, and the Governmental Entity will provide a local match in the amount of \$12,000 (or 20%) of the total Project cost;

WHEREAS, pursuant to the terms of this Agreement, RPCGB is being engaged by the City to perform the services contemplated for the Project; and

WHEREAS, the parties agree to work in good faith to complete the Project in a timely and professional manner.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, representations and warranties hereinafter set forth, the RPCGB and the Governmental Entity agree as follows:

1. **Engagement of RPCGB.** The Governmental Entity hereby agrees to engage RPCGB to perform the Project and services which are identified and described in the "Scope of Work" set forth on **Exhibit A**, which is attached hereto and incorporated herein by reference. RPCGB, from time to time, may request changes in the Scope of services to be performed. Such changes shall be memorialized by written amendments to this Agreement that is signed by both parties; these changes may include an increase or decrease in the amount of Governmental Entity's local match.

The Governmental Entity authorizes RPCGB to engage a third party consultant(s) that has been approved by the City to assist in performing the Scope of Work. The RPCGB is responsible for supervising, managing and paying any third party consultant for any services it performs so that the Project may be completed in the orderly flow of the work.

2. **Compensation.** The parties agree that the total Project cost is \$60,000 (including the local match), and that the RPCGB will receive that total amount in consideration for its performance of the services contemplated herein. The payment of this amount shall constitute full and complete compensation for the services to be provided by RPCGB directly, by its consultants or otherwise secured by RPCGB for the Project, and includes all expenses arising from the performance of this Agreement.

3. **Payment by City.** The City shall make payment to RPCGB for services in one (1) lump sum installment of \$12,000 (the local match) within thirty (30) days after the receipt of invoice from the RPCGB. If this compensation is not paid when due, RPCGB shall not engage in the provision of the contemplated services nor shall RPCGB employ third party consultant(s) for the Project until such time as payment is made. If after a period of sixty (60) days from the date of invoice the compensation is not paid, the Governmental Entity acknowledges that it may forfeit all claims to the awarded amount for the Apple grant for the Project.

Upon the successful completion of the Project and the generation of the contemplated grant funds, the City agrees to execute appropriate documents and otherwise cooperate with the RPCGB so it can receive those funds in consideration for the balance of the total Project costs payable to it for its services.

4. **Time of Performance.** The RPCGB shall commence its performance of services immediately after the receipt of payment by the Governmental Entity, and the RPCGB shall complete Project in accordance with the schedule set forth in Exhibit A.

5. **Financial Records.** RPCGB shall keep and maintain complete and accurate books, records, and procedures to account for all funds paid by the Governmental Entity in accordance with this Agreement. RPCGB shall allow the Governmental Entity to examine, copy, and audit all such books, records and procedures upon advance notice and during RPCGB's normal business hours. Any such examination or audit shall be conducted at the sole cost and expense of the requesting party.

RPCGB shall retain all records with respect to the matters made the subject of this Agreement for three (3) years following the termination or completion of this Agreement. The obligations in this provision shall survive the termination of this Agreement.

6. **Political Activity.** No portion of any funds to be paid by the Governmental Entity to RPCGB for the services contemplated herein shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

7. **Qualified Personnel.** RPCGB represents that it employs or will engage all personnel required to perform the services made the subject to this Agreement. Any such personnel shall not be employees of or have any contractual relationships with the Governmental Entity relative to the Project, and all such personnel shall be reasonably qualified to perform the services assigned to them.

8. **Cooperation.** All information, data, reports, records and maps as are available, existing and necessary for performing the contemplated work shall be assembled for the Governmental Entity by RPCGB or the third party consultant(s) employed by it. The Governmental Entity agrees to cooperate with RPCGB and the third party consultants(s) employed by RPCGB in all reasonable ways to allow them to conduct their planning and development work without undue delay.

The RPCGB and Governmental Entity will ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the State of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed, or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement,

the RPCGB and Governmental Entity agree that their agents, servants, officers, officials, and employees, in both their official and individual capacities, shall not discuss, disclose, use, publish, or release the data provided pursuant to the above referenced request without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT, or should an attempt be made to use the data in an action for damages against the State of Alabama, ALDOT, its officials or employees' access to data shall terminate immediately. The State of Alabama and ALDOT expressly reserve the right under 23 U.S.C. § 409 to object to the use of the data, any opinions drawn from the data, and to recover damages caused by the improper and unauthorized release of the data.

9. **Ownership of Data.** The Governmental Entity shall retain title to and all ownership rights of all data and content provided by it to RPCGB for the Project, including but not limited to geographic information systems, databases, maps, multimedia or images (graphics, audio and video), text and the like provided by the Governmental Entity. The City grants RPCGB the right to access and use this content for the purpose of complying with its obligations under this Agreement.

10. **Ownership of Work Product.** Upon completion of the work or elements thereof that are described in the attached Scope of Work, all reports, data, artwork, maps, stencils, negatives, plates and other supporting materials prepared by RPCGB as a part of such work shall become the exclusive property of Governmental Entity, and any reproduction or other uses of such materials shall be approved by appropriate officials of the Governmental Entity.

11. **Substantial Changes by City in Final Work Product.** If the City makes any substantial changes to the final work product after the Governmental Entity has taken delivery and accepted that product, those changes shall not be attributed by the City to the RPCGB. Substantial changes are defined as changes to plan content, policy and physical development recommendations, regulations, codes, and ordinances that diminish the intent and ability of the plan document to achieve its stated goals as agreed to and accepted by the Governmental Entity.

12. **Assignment/No Third Party Beneficiaries.** Neither party may assign this Agreement, or any of its rights, benefits or obligations herein, without the prior written consent of the other party. Further, this Agreement does not confer, and is not intended to create, any rights or benefits for any third party that is not a signatory to this Agreement.

13. **Equal Employment Opportunity.** In performing the work, RPCGB and its third party consultant(s) shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age or disability.

14. **Termination.** If RPCGB fails to perform any of its material obligations under this Agreement in a timely and proper manner, or if RPCGB shall violate any of the covenants, agreements, or stipulations of this Agreement, the Governmental Entity may give written notice of that breach to RPCGB. In the event RPCGB fails to cure such breach to the reasonable satisfaction of Governmental Entity within thirty (30) days following RPCGB's receipt of such written notice, Governmental Entity may terminate this Agreement upon written notice to RPCGB. In the event of such termination, the Governmental Entity shall be entitled to a refund from RCPGB of any compensation paid by the City that is not earned by RCPGB for services that it did not perform by the effective date of termination.

15. **Relationship of the Parties.** The RPCGB is an independent contractor of the City, and nothing contained in this Agreement shall be deemed to create any agency, joint venture, partnership or employer/employee relationship between them. Neither party shall

have the right or power to commit, contract for or otherwise obligate the other party to any third person or entity. RPCGB shall be responsible for the collection, filing, and payment of social security and other federal, state or local taxes or withholdings for RPCGB's employees. Governmental Entity shall have no right to control or direct the details, manner or means by which RPCGB accomplishes the results of the services to be performed pursuant to this Agreement.

16. **Notices.** Any notice to a party hereunder that is contemplated in this Agreement shall be in writing and deemed given when it is either (a) personally delivered, or (b) sent by certified or registered mail, return receipt requested, to

If to RPCGB:

Regional Planning Commission of Greater Birmingham
Center for Regional Planning and Design
Two 20th Street North, Suite 1200
Birmingham, Alabama 35203
Attention: Michael Kaczorowski

If to Governmental Entity:

City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213
Attention: Sam Gaston - City Manager

or at such other address as either party may advise the other in writing. Any such notice shall be deemed delivered when placed in the mail, properly addressed, with postage prepaid.

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters herein, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. The foregoing supersedes all prior agreements, negotiations and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the parties have executed this Agreement effective as of the date and year first above written.

City of Mountain Brook, Alabama

By: _____

Its: _____

Regional Planning Commission of Greater Birmingham

By: _____
Charles E. Ball

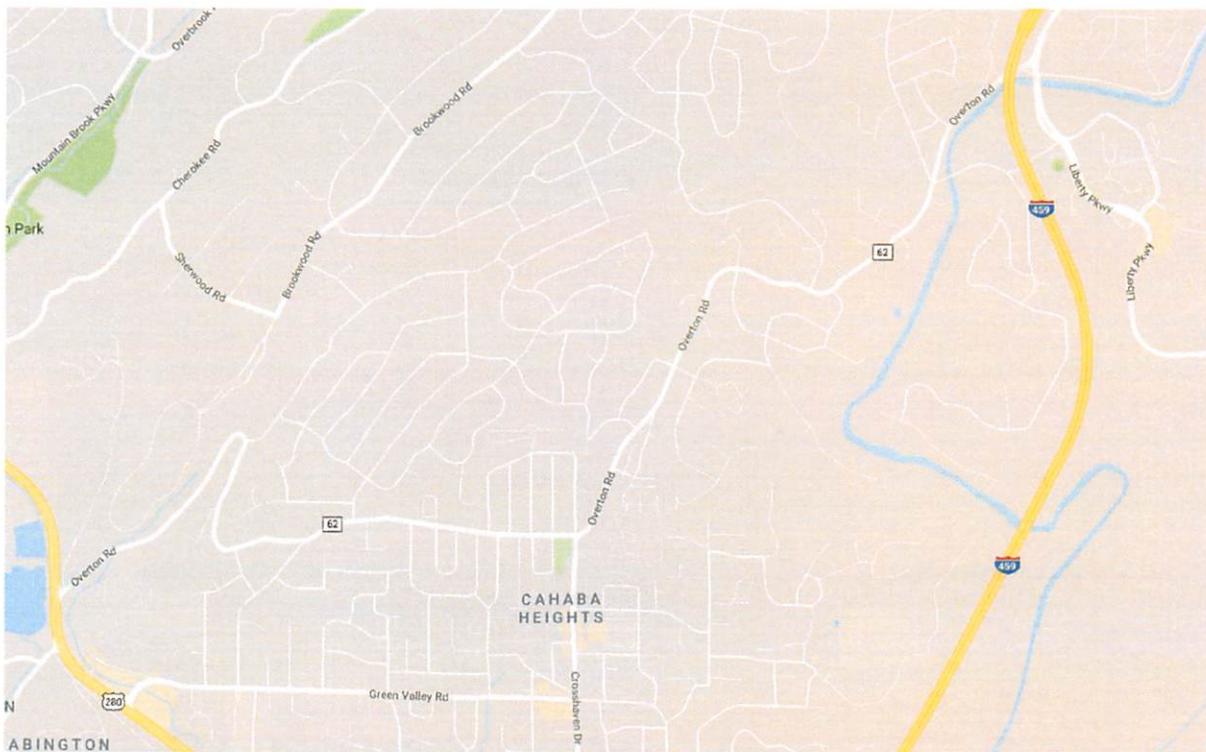
Its: _____
Executive Director

Exhibit A – Scope of Work

Mountain Brook/Vestavia Hills – Overton Road Traffic Study Feasibility Study: APPLE

Project Summary

The Overton Road Traffic Study will conduct traffic and safety operational evaluations of selected intersections throughout the Overton Road corridor between US-280 and Liberty Parkway. Vestavia Hills is expecting significant residential and commercial growth in Liberty Park. This growth will add to the existing congestion along the Overton Road corridor. The study will perform the analyses necessary to identify both near-term and long-term improvements to correct current and future deficiencies in intersection capacity and safety. The study will develop conceptual drawings that illustrate recommended improvements and develop an estimate of probable construction costs.



PROJECT TASKS

The project tasks and subtasks required to address the scope of work shall include the following:

Task 1: Existing Conditions

- A. Solicit input/comments from City officials to determine the locations to be studied
- B. Finalize a list of potential locations to be studied with the City
- C. Develop base maps using GIS data and aerial photography.
- D. Collect appropriate traffic data as necessary to analyze traffic operations.
- E. Conduct field reviews and observe existing traffic conditions.
- F. Review and analyze crash data.

Exhibit A – Scope of Work

Task 2: Concept Plan Development and Evaluation

- A. Collect appropriate data on future developments from both Cities.
- B. Forecast future traffic volumes on the corridor.
- C. Identify and analyze potential improvements.
- D. Prepare conceptual drawings illustrating potential improvements.
- E. Prepare a preliminary estimate of planning level costs.
- F. Prepare for and attend two meetings (potentially one with each City) to present findings.
- G. Revise plans to incorporate comments that may be received.
- H. Prepare a draft Advanced Planning Report document.
- I. Submit the draft document for review.
- J. Revise the Advanced Planning Report document based on comments that may be received.
- K. Submit the final Advanced Planning Report document.

Project Schedule

It is intended that the study will progress according to the schedule as shown in the figure below.

Project Schedule

Task	Months					
	1	2	3	4	5	6
1. Existing Conditions						
2. Concept Plan Development and Evaluation						

Exclusions from Scope of Work

The following services are not included in the scope of services: construction drawings, road or utility engineering designs, and any other services not specifically listed in the project scope. Any Government Entity directed changes to the final plan after the Government Entity's approval of the draft revisions shall be reimbursed in accordance with allocated billing rates in effect at the time the services are performed.

Crash Data Restrictions

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Bicycle and Pedestrian Plans, Congestion Management Process or Plan), and other documents that include narrative or tabular project listings or descriptions. [See Article 8 of the Agreement.]



CITY OF MOUNTAIN BROOK

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

DATE: Jan 22, 2019
TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner
RE: Additional 15-minute Parking Spaces in Mountain Brook Village

Representatives for Sneaky Pete's, Berthon's, and Ice House request that the eight Culver Road street parking spaces in front of their businesses be designated for short-term parking. (There is already one short term parking space between Sneaky Pete's and Berthon's.)

Short term parking may assist with increased turnover and alleviate some of the parking pressure for patrons of these businesses. The council recently approved short term parking on the opposite side of Culver (in front of Regions), which appears to be working as intended.

The City Council has approved the installation of 15-minute parking signs throughout the villages at locations where merchants had requested such short-term parking in the vicinity of businesses whose patrons needed a short-term "pick-up" option. Short-term parking signs were installed by the Public Works Department at the following locations:

Mountain Brook Village:

The Cook Store
White Room Bridal
Kay Cleaner
Olexa's
Mountain Brook Creamery
Berthon's/Sneaky Pete's
Olio
Green Door Vitamins/Village Framer
Table Matters/Another Broken Egg
Charlotte Woodson/Beverly Ruff 2
Regions

English Village:

Cahaba Road outside Chester's Test Kitchen (English Village)

Crestline Village:

Hassig Chiropractic
City Hall (Hoyt)
Taco Mama/Harbins
Mountain Brook Cleaners
Dinner

Pete Graphos

Jan. 22, 2019

Realtysouth

105 Euclid Avenue

35213

Dana Hazen

Planning, Building & Sustainability Director

City of Mt. Brook

Subject : Parking time on Culver Road spaces

Operators of Sneaky Pete's, Berthon Cleaners request that parking spaces in front of their businesses be limited to 30 minutes.

Thank you for your consideration.



John Ragon

Sneaky Pete's



Berthon's

Google Maps Mountain Brook, Alabama

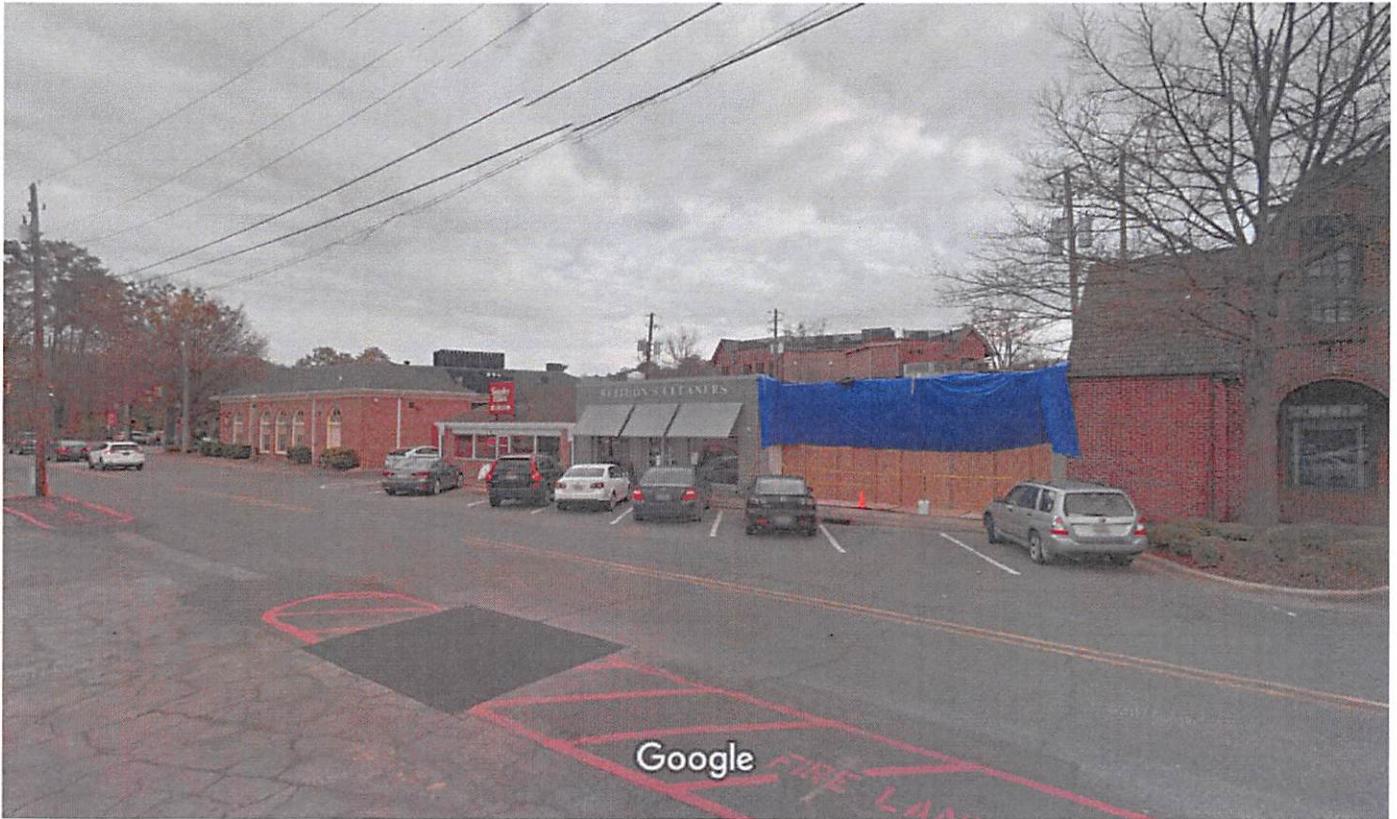
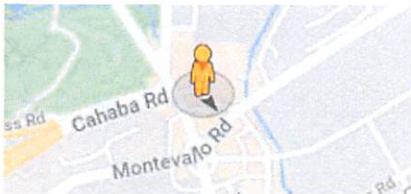


Image capture: Mar 2017 © 2019 Google



Street View - Mar 2017



ORDINANCE NO.

**AN ORDINANCE ESTABLISHING TIME RESTRICTIONS FOR THE
ON-STREET PUBLIC PARKING LOCATED AT 2708, 2712 AND 2714 CULVER ROAD**

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

Section 1. Eight (8) parking spaces located on Culver Road along the north side of properties located at 2708, 2712 and 2714 Culver Road are hereby restricted to 15-minute parking, Monday through Friday between the hours of 8 a.m. and 5 p.m.

Section 2. Any person violating the provisions of Section 1 of this ordinance shall, upon conviction thereof, be punished within the limits and as provided by Section 50-107 of the Code of the City of Mountain Brook.

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

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

Section 5. Effective Date. This ordinance shall become effective immediately upon adoption and publication as provided by law.

ADOPTED: This 28th day of January, 2019.

Council President

APPROVED: This 28th day of January, 2019.

Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City of Mountain Brook, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Mountain Brook, Alabama, as its meeting held on January 28, 2019, as same appears in the minutes of record of said meeting, and published by posting copies thereof on January ____, 2019, at the following public places, which copies remained posted for five (5) days as required by law.

City Hall, 56 Church Street
Gilchrist Pharmacy, 2850 Cahaba Road

Overton Park, 3020 Overton Road
Cahaba River Walk, 3503 Overton Road

City Clerk



Alley would be one-way only during drop-off/pick-up times at Crestline Elementary. Direction is shown by the blue arrows on the map above.

**NOTICE OF SPECIAL CALLED MEETING
OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT**

Notice is hereby given that the members of the Highway 280 Public Road Cooperative District (the "District"), shall hold a special called meeting at Mountain Brook City Hall, 56 Church Street, Mountain Brook, Alabama 35223 at 10:00 a.m. on Tuesday, February 6, 2019, for the purposes of: authorizing bylaws for the District, to discuss and transacting such other business or take such further action as may be conducted or taken at a meeting of the Members of the Cooperative District.

The meeting shall be open to the public and all interested persons may attend.

This notice to be posted at Homewood City Hall, Mountain Brook City Hall, Jefferson County Commission, and Birmingham City Hall.

Secretary of The Highway 280 Public Road
Cooperative District

BY-LAWS
OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT

ARTICLE I - DEFINITIONS

The following words and terms shall have the meanings ascribed to them by this Article I, unless a different meaning is apparent from the context: "District" means The Highway 280 Public Road Cooperative District.

ARTICLE II - OFFICES

The principal office of the District shall be located in the City at City Hall in the City of Homewood, 2850 19th Street South, Homewood, AL 35209.

ARTICLE III - THE BOARD OF DIRECTORS

Section 1. The affairs and business of the District shall managed and controlled by its Board of Directors, herein called "the Board," established by the provisions of Section 11-99B-4 of the CODE OF ALABAMA 1975, as amended (the "Act").

Section 2. The members of the Board required to be elected shall be elected in the manner and for the terms of office provided for by the Act and the Certificate of Incorporation of the District.

Section 3. Contracts of the District shall be executed in the name of the District by the President of the Board and attested by the Secretary, except where the execution thereof is delegated by the Board or these By Laws to some other officer or agent of the District. Except

for bonds, the Board may by resolution provide for a different form for the execution of contracts and for the execution thereof by an officer or agent other than the President and Secretary.

Except for bonds it is not required that the seal be impressed or printed on contracts.

Four members shall constitute a quorum for the transaction of business.

If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting from time to time without further notice.

The act of the majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board.

Section 4. The order of business at any regular or special meeting of the Board shall be:

- (1) Calling the roll.
- (2) Secretary's proof of due notice of meeting, if the meeting is a special meeting.
- (3) Reading and disposal of unapproved minutes.
- (4) Reports of officers.
- (5) Unfinished business.
- (6) New business.
- (7) Adjournment.

ARTICLE IV - OFFICERS

Section 1. The President of the Board. The President of the Board shall be elected by the Board; and he shall serve as President for one year or until his successor is elected. The President may be elected to successive terms. The President shall preside at all meetings of the Board at which he is present.

Section 2. The Vice-President. - The Board shall elect a Vice-President of the Board, who shall serve for one year or until his successor is elected. The Vice-President may be elected to successive terms.

The Vice-President shall serve as President when the President is absent.

Section 3. The Treasurer. The Board shall elect a Treasurer, who may be or may not be a member of the Board.

The Treasurer shall serve at the pleasure of the Board.

The Treasurer shall act as custodian of all of the funds, from whatever sources derived, received by the District, and shall invest funds of the District in such amounts and manner as the Board shall direct as provided by the Act. The Treasurer shall deposit said monies in a separate account or accounts in one or more bank or banks or trust companies which are duly qualified and doing business in the State of Alabama; provided, however, that the Board may by resolution or by trust indenture securing the issuance of bonds then authorized designate a fiscal agent or trustee who shall be a bank or trust company duly qualified to do business in the State of Alabama and may authorize such fiscal agent or trustee to receive and disburse, upon such terms and conditions (and subject to such exception, if any) as may be specified in such resolution or trust indenture, all funds applicable to payment of said bonds.

Section 4. The Secretary. The Board shall elect a Secretary who may be or may not be a member of the Board.

The Secretary shall serve at the pleasure of the Board.

The same person may be named as Treasurer and as Secretary.

The Secretary shall: (a) keep the minutes of the meeting of the Board in one or more books provided for that purpose; (b) see that all notices are duly given as required by these By-

Laws or as required by law; (c) attest the execution of contracts and other instruments where the execution thereof is required to be attested by the Secretary; (d) have general charge of the records of the District; and (e) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned by the President or the Board.

Where the Secretary is absent from a meeting of the Board, the President of the Board shall designate some other person present to prepare the minutes for the meeting. The person so designated shall prepare the minutes as Acting Secretary.

Section 5. Assistant Secretary and Assistant Treasurer. The Board may, but shall not be required to, elect an Assistant Secretary, and Assistant Treasurer, or both. The Assistant Secretary shall act in the absence of the Secretary to perform those duties delegated to the Secretary by these By-Laws; the Assistant Treasurer shall act in the absence of the Treasurer to perform those duties delegated to the Treasurer by these By-Laws. The same person may be both Assistant Secretary and Assistant Treasurer, but the same person may not be both Secretary and Assistant Secretary or Treasurer and Assistant Treasurer.

ARTICLE V. - MEETINGS OF THE BOARD

Section 1. Regular Meetings. The Board may provide by resolution for the time and place of regular meetings of the Board. Notices of regular meetings shall be provided pursuant to the terms and conditions of the Open Meetings Act of the State of Alabama in all regards. Notice shall be provided to each director more than twenty-four (24) hours before any meeting in addition to any notice given to the public as provided by the Open Meetings Act.

Section 2. Special Meetings. Notice of special meetings shall comply with the Open Meetings Act. Special meetings of the Board may be called by or at the request of the President

or any two members of the Board. The person or persons authorized to call special meetings of the Board may fix any place for holding any special meetings called by them so long as 48 hours notice is given to each member of the Board prior to the date of the special meeting. Notice of special meetings shall be given to the public pursuant to the most current terms and conditions of the Open Meetings Act of the State of Alabama.

ARTICLE VI – FISCAL YEAR

The Fiscal Year of the District shall begin on October 1 of each year and end on September 30 of the next succeeding year.

ARTICLE VI – SEAL

The official corporate seal of the District shall be a circle with the name of the District printed therein.

ARTICLE VIII – AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended, or repealed-and new by laws may be adopted at any regular or special meeting of the Board.



Michael G. Kendrick
Direct Dial: (205) 327-8323
E-mail: Kendrick@wskllc.com

December 28, 2018

VIA E-MAIL

Members of the Highway 280 Public Road Cooperative District

RE: The Highway 280 Public Road Cooperative District

Dear Members:

I am enclosing drafts of the minutes of the initial meeting on December 21, 2018, a modified Funding Agreement adding Section 2(e) relating to cost overrun with a modified Exhibit A as discussed at the meeting, a copy of a Notice of a Special Called Meeting for the February 6 meeting, and drafts of generic bylaws for the District.

We are also enclosing the Certificate of Incorporation that has been filed in Probate Court. Also, the EIN has been requested, and the number will be provided upon receipt.

These are draft documents, and if you have any questions or need to modify them, please let me know at your convenience.

If you have any questions or if I can be of any additional assistance, please contact me at your convenience.

Very truly yours,

WALDREP, STEWART & KENDRICK, LLC

A handwritten signature in blue ink that reads 'Mike'.

Michael G. Kendrick

MGK:mgc
Enclosures

**MINUTES OF THE INITIAL MEETING
OF THE BOARD OF DIRECTORS OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT
HELD FRIDAY, DECEMBER 21, 2018**

A meeting of the Board of Directors of the Highway 280 Public Road Cooperative District (the "District") was held at 850 Shades Crest Parkway, Birmingham, Alabama, 35209 at 1:30 p.m. on December 21, 2018.

PRESENT: Board Members present were as follows:

Jennifer Andress
Peter M. Wright
Virginia Smith
Alice Womack
Darrell O'Quinn
Steve Ammons

ABSENT: Board Members absent were as follows:

Valerie A. Abbott

constituting all of the members of the Board of Directors of the Cooperative District; all of whom waived advance notice of the meeting, time, place and purpose of the meeting.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that Steve Ammons be elected to chair the initial meeting of the Board to serve until the election of officers for the District.

Whereupon, Steve Ammons commenced to conduct the meeting.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED, that the officers of this corporation shall consist of a President of the Board, a Vice-President of the Board, a Treasurer, and a Secretary; and, that the

following named persons be elected to serve this Cooperative District in the capacities indicated below following their names:

PRESIDENT OF THE BOARD	-	Steve Ammons
VICE-PRESIDENT	-	Jennifer Andress
TREASURER	-	Alice Womack
SECRETARY	-	Virginia Smith

said officers to serve for a term of one (1) year from the date hereof, or until their successors have been duly elected and qualified.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the Certificate of Incorporation of the Highway 280 Public Roads Cooperative District shall be filed in the Probate Court of Jefferson County, Alabama, or as provided by law in order to establish the Cooperative District pursuant to their Certificate of Incorporation which have been executed by the Members of the Board of Directors, a copy of the Certificate of Incorporation be filed in the Corporation's Minute Book.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the appropriate officers of the corporation are hereby authorized and directed to do all acts, and to make, file, and record all documents required to open such bank accounts at Regions Bank in the name of the Cooperative District and on behalf of the Cooperative District as they may deem necessary; that the form or forms of authorization to open such bank accounts required by any bank is hereby adopted; that

any other resolution or corporate action required in order to open such bank account is hereby adopted; that appropriate officers of the corporation are hereby authorized and directed to certify the adoption of any such authorization and resolutions as if the language thereof were set in full in this resolution as long as the substance thereof is consistent with the objectives of this resolution; that copies of all authorizations and resolutions so certified be placed with this resolution and the records of the Cooperative District; and that all acts that the officers of the corporation may perform pursuant to the foregoing resolutions are hereby approved, ratified and confirmed in advance.

A discussion ensued concerning the terms and conditions of the Funding Agreement that will spell out the duties and responsibilities of the Members of the Cooperative District and for the financial contributions to be made as provided in the Funding Agreement.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the appropriate officers of the corporation are hereby authorized and directed to do all acts, and to make, file, and record all documents required to apply for and obtain any employer identification number or tax exempt status in the name of and on behalf of the Cooperative District as may be necessary; that the form or forms of authorization to obtain the employer federal ID number and/or tax exempt status required by the Internal Revenue Service or any other governmental authorities or any other governmental entity is hereby adopted; that any other resolution or corporation action required in order to obtain a federal employer identification number or tax exempt status is hereby adopted; that appropriate officers of the Cooperative District are hereby

authorized and directed to certify the adoption of any such authorization and resolutions as if the language thereof were set in full in this resolution as long as the substance thereof is consistent with the objectives of this resolution; that copies of the authorizations and resolutions so certified be placed with this resolution and the records of the Cooperative District; and that all acts that the officers of the Cooperative District may perform pursuant to the foregoing resolutions are hereby approved, ratified and confirmed in advance.

Upon a motion duly made and seconded, the following resolution was unanimously adopted:

BE IT RESOLVED that the Board of Directors authorized the officers of the corporation to enter into a contract with Sain & Associates to initiate initial engineering and design services for the pedestrian bridge which is the sole project of the cooperative district and to take any other action necessary in order to implement all processes necessary to undertake the design, installation and construction of the pedestrian bridge across Highway 280 not to exceed such amounts or as funds are available to the Cooperative District through contributions by the members or any other third parties which are identified in the Funding Agreement to be proposed to the member jurisdictions, to be adopted by the member jurisdictions, subsequent to the date of this meeting.

There being no further business the meeting was duly adjourned.

December 21, 2018

Steve Ammons, President of the Board
The Highway 280 Public Road
Cooperative District

ATTEST:

Virginia Smith, Secretary

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated January ____, 2018 (the "Funding Agreement" or "this Agreement") is entered into by **THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT** (the "District") and its members, the City of Homewood, Alabama ("Homewood"), the City of Mountain Brook, Alabama ("Mountain Brook"), the City of Birmingham, Alabama ("Birmingham") and Jefferson County, Alabama (the "County" and with the other members, herein referred to as "the Members").

RECITALS

A. The District plans to build a pedestrian bridge located in Birmingham for the benefit of the Members across Highway 280, north of and adjacent to Hollywood Boulevard between Homewood and Mountain Brook (the "Project").

B. The District believes the Project will encourage and promote tourism and public safety for the Members and their citizens.

C. The Project has a total estimated cost of approximately \$1,000,000.00. Pursuant to this Funding Agreement, the Members have agreed to make Contributions (defined herein) to the District to provide funds for the payment of the Project.

D. The District and the Members have the power to undertake the obligations described in this Agreement under the provisions of Alabama law, and the Contributions do not constitute debt for the purposes of the constitutional debt limitations prescribed under the Constitution of Alabama 1901, as amended.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the District and the Members.

The District and the Members hereby find and determine that:

- (a) This Agreement is authorized by Alabama law.
- (b) The Contributions to be made pursuant to this Funding Agreement will benefit the citizens of the Members to an extent that fully warrants and justifies such appropriations.
- (c) The Members are making public funds available to the District for the purpose of promoting the Project, which is for a public purpose, and does not promote the benefit of any private person, entity or firm.

Section 2. Member Contributions and Responsibilities.

(a) The Members shall make initial, single Contributions to the District in the amounts set forth in Exhibit A, which shall be due and payable on or before February 1, 2019. The Member's obligations to make the Contributions are a general obligation of each of the Members, secured by the full faith and credit of each of the Members for the Contributions as set forth in Exhibit A attached hereto (the "Contributions").

- (b) The City of Birmingham is not making a Contribution pursuant to this Funding Agreement;

however, because the Project is in the City limits of Birmingham, Birmingham agrees to bear the cost of issuing any permits necessary for the construction and maintenance of the Project without payment of any additional fees by the District. Subject to approval of the Birmingham City Council, Birmingham will grant to the District any easements over and across any property owned by Birmingham which are reasonably required for the Project.

(c) Jefferson County shall be responsible for the design, public bidding, and management of the construction of the Project. Upon completion, the County will add the bridge to its inventory for long term inspection and maintenance.

(d) Mountain Brook and Homewood shall provide, as part of their respective continuing obligations under this Agreement, on an equal basis, the necessary funds for general liability insurance in a commercially reasonable amount after the completion of the Project. Such insurance will name the Members of the District as additional insureds and all such policies of insurance shall include a provision requiring that the insurer give the Members at least thirty (30) days' written notice before any cancellation, decrease in coverage or other material change is effective. Copies of the policy or a certificate of insurance thereof shall be delivered to the Members prior to commencement of construction of the Project.

(e) Any cost overruns for the Project shall be equally divided between the City of Homewood, the City of Mountain Brook, and Jefferson County, or from other funding sources obtained by the District.

Section 3. Immigration Act Compliance.

(a) The District represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of the contract, the District shall participate in the E-Verify program as required under the terms of the Act.

(b) The District agrees to comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing Work for District that such contractors are in compliance with the Act with respect to their participation in the E-verify program. The District represents and warrants that the District shall not hire, retain or contract with any contractor to provide Work which the District knows is not in compliance with the Act.

(c) By signing the contract, the contracting parties affirm, for the duration of the contract, 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.

(d) Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

Section 4. Participation of Historically Under-Utilized Business Enterprises. The District acknowledges and agrees that the City of Birmingham, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Section 5. Nondiscrimination. During the performance of the contract the District agrees as follows:

(a) The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) In the event of the District's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part and the District may be declared ineligible for further municipal contracts.

Section 6. Boycotting Activities. The District represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Section 7. Hold Harmless. The District will require any contractors performing work on the Project to indemnify and hold harmless the District and the governmental entities which are members of the District from any and all liability resulting from the acts or omissions of such contractors with respect to the Project.

Section 8. Miscellaneous.

(a) The District will proceed with due diligence to cause the Project to be placed in service on or before December 31, 2019.

(b) No modification, amendment or alteration of this Funding Agreement shall be effective unless in writing and signed by the District and the Members.

(c) The provisions of this Funding Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(d) The District shall not enter into, execute or be a party to any covenant, agreement, lease, deed, assignment, conveyance, or any other written instrument which restricts the sale, lease, use or occupancy of the Project.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.

(f) This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.

(g) Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.

(h) This Agreement shall constitute the final and full contractual agreement of the parties and shall supersede all prior or other agreements (written or oral) by the parties relating to

the subject matter hereof.

IN WITNESS WHEREOF, the District and the Members have caused this instrument to be duly executed as of the date set forth above.

**THE HIGHWAY 280 PUBLIC ROAD
COOPERATIVE DISTRICT**

By: _____

Title: _____

ATTEST:

JEFFERSON COUNTY, ALABAMA

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

THE CITY OF BIRMINGHAM

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

THE CITY OF HOMEWOOD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

THE CITY OF MOUNTAIN BROOK

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

**CONTRIBUTION OF FUNDS FOR THE PROJECT
HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT
FY 2018**

<u>FUNDS COMMITTED:</u>	<u>AMOUNT:</u>
City of Homewood	\$300,000
City of Mountain Brook	\$300,000
Jefferson County Commission (\$50,000 payable on February 1, 2019 and \$50,000 payable October 1, 2019)	\$100,000
City of Birmingham	\$-0-

From Jefferson County Community Service Fund for Public Works Projects

Senator Blackwell	\$150,000
Senator Waggoner	\$ 15,000
Senator Smitherman	\$ 15,000
Representative Faulkner	\$ 15,000
Representative Carns	\$ 10,000
Representative Rogers	\$ 15,000 (verbal)
Birmingham Track Club	\$ 15,000
Hollywood Garden Club	\$ 10,000
PFT Service, Inc.	\$ 500
Truitt Insurance	\$ 1,000
Raymond James	\$10,000
Welch Group Foundation	\$10,000
Senator Dan Roberts	

**CERTIFICATE OF INCORPORATION
OF
THE HIGHWAY 280 PUBLIC ROAD COOPERATIVE DISTRICT**

Clerk: DAVENPORT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

<u>Name</u>	<u>Residence</u>
Jennifer Andress	421 Windsor Dr. Homewood, Alabama 35209
Peter M. Wright	219 Malaga Avenue Homewood, Alabama 35209
Virginia Smith	3015 Brookwood Road Mountain Brook, Alabama 35223
Alice B. Womack	3712 Spring Valley Road Mountain Brook, Alabama 35223
Darrell O'Quinn	5605 6 th Ave S. Birmingham, Alabama 35212
Steve Ammons	3341 Panorama Brook Dr. Vestavia, Alabama 35216
Valerie A. Abbott	15 Glen Iris Park Birmingham, Alabama 35205

Each of the foregoing named persons is over the age of 21 years and is a duly qualified elector of Jefferson County, Alabama.

ARTICLE TWO

The period for the duration of the district shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are Cities of Homewood, Mountain Brook, Birmingham and Jefferson County, Alabama: On the 17th day of December, 2018 the governing body of the City of

Homewood adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit A and made a part hereof. On the 10th day of December, 2018 the governing body of the City of Mountain Brook adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof. On the 27th day of November, 2018 the governing body of the City of Birmingham adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof. On the 3rd day of December, 2018 the governing body of Jefferson County adopted a resolution and order approving and authorizing the incorporation of the district in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit D and made a part hereof.

ARTICLE FOUR

The name of the district shall be "The Highway 280 Public Road Cooperative District" (hereinafter called the "District"). Attached hereto as Exhibit E and made a part hereof is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the district is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be at City Hall in the City of Homewood, 2850 19th St. S., Homewood, Alabama 35209.

ARTICLE FIVE

The District proposes to acquire real property and construct capital improvements and public infrastructure thereon (the "Project").

The area in which the District proposes to construct the Project is described on Exhibit F hereto, which is within the boundaries of Jefferson County, Alabama.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of seven (7) persons.

The number of directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each such authorizing subdivision are as follows:

<u>Authorizing Subdivision</u>	<u>Number of Directors</u>
The City of Birmingham, Alabama	2
The City of Mountain Brook, Alabama	2
The City of Homewood, Alabama	2
Jefferson County, Alabama	1

ARTICLE SEVEN

The proposed name of the District is "The Highway 280 Public Road Cooperative District."

ARTICLE EIGHT

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal and mixed) shall pass to and be vested in Jefferson County, Alabama.

ARTICLE NINE

The application filed with the governing body of each of the authorizing subdivisions in accordance with 11-99B-3 of the Code of Alabama (1975) was identical to the copy thereof attached to this certificate of incorporation as Exhibit G.

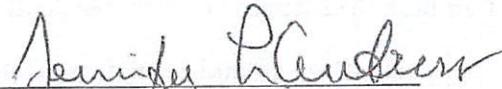
ARTICLE TEN

The District shall have all powers conferred on corporations of like nature by the Enabling Law, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law, as heretofore or hereafter amended.

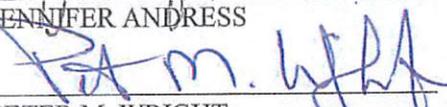
ARTICLE ELEVEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

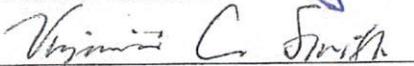
IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures on this 21 day of December, 2018.



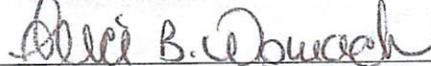
JENNIFER ADDRESS



PETER M. WRIGHT



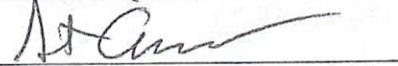
VIRGINIA SMITH



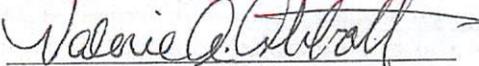
ALICE B. WOMACK



DARRELL O'QUINN



STEVE AMMONS



VALERIE A. ABBOTT

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Valerie Abbott, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Earlene Prince
Notary Public
Alabama State at Large
My Commission Expires
October 27, 2020

Earlene Prince
Notary Public
My Commission Expires:
October 27, 2020

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Jennifer Address, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Michael C. Kendall
Notary Public
My Commission Expires:
Jan, 2, 2020

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Peter W. Wright, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Michael C. Kondali
Notary Public
My Commission Expires:
June 2, 2020

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Virginia Smith, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Michael C. Kondali
Notary Public
My Commission Expires:
June 2, 2020

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Alice B. Womack, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Michael C. Kondali
Notary Public
My Commission Expires:
June 2, 2020

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Darrell O'Quinn, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Michael C. Kendall
Notary Public
My Commission Expires:
June 2, 2020

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and said State, hereby certify that Steve Ammons, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate, she/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office on this 21 day of December, 2018.

Michael C. Kendall
Notary Public
My Commission Expires:
June 2, 2020

Exhibit E

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

The Highway 280 Public Road Cooperative District

This name reservation is for the exclusive use of Michael G. Kendrick, 2323 2nd Avenue North, Birmingham, AL 35203 for a period of one year beginning December 20, 2018 and expiring December 20, 2019

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.



RES821593

December 20, 2018

Date

John H. Merrill

Secretary of State

Sam Gaston

From: bradelliott@msn.com
Sent: Tuesday, January 22, 2019 12:08 PM
To: gayj@mtnbrook.org; gastons@mtnbrook.org
Subject: Action Center: Street lights

Name: Brad Elliott

Address:

City:

State:

Zip:

Home Phone:

Work Phone:

Cell Phone:

Email: bradelliott@msn.com

Description:

The intersection of 331 Cherry Street and the alley is super dark and we would like a street light installed at this location please. Alabama power told me to request it through you.

Location:

331 Cherry Street and the through alley.

Google Maps

300 Cherry St

Street Light down at the corner of Cherry and Dexter

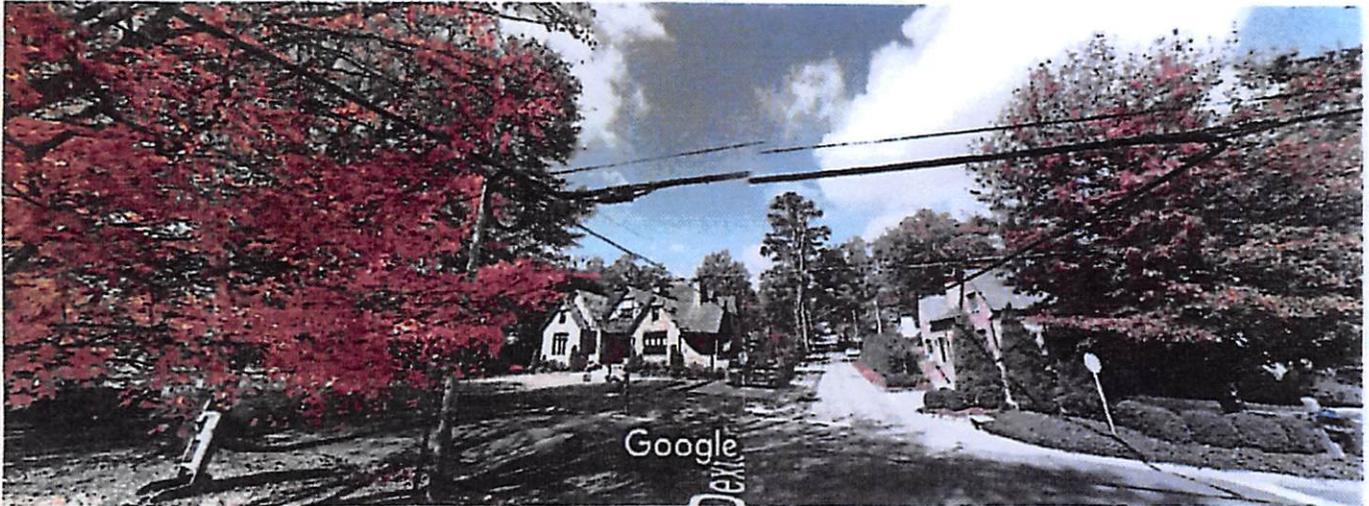


Image capture: Nov 2012 © 2019 Google

Google Maps

398 Cherry St

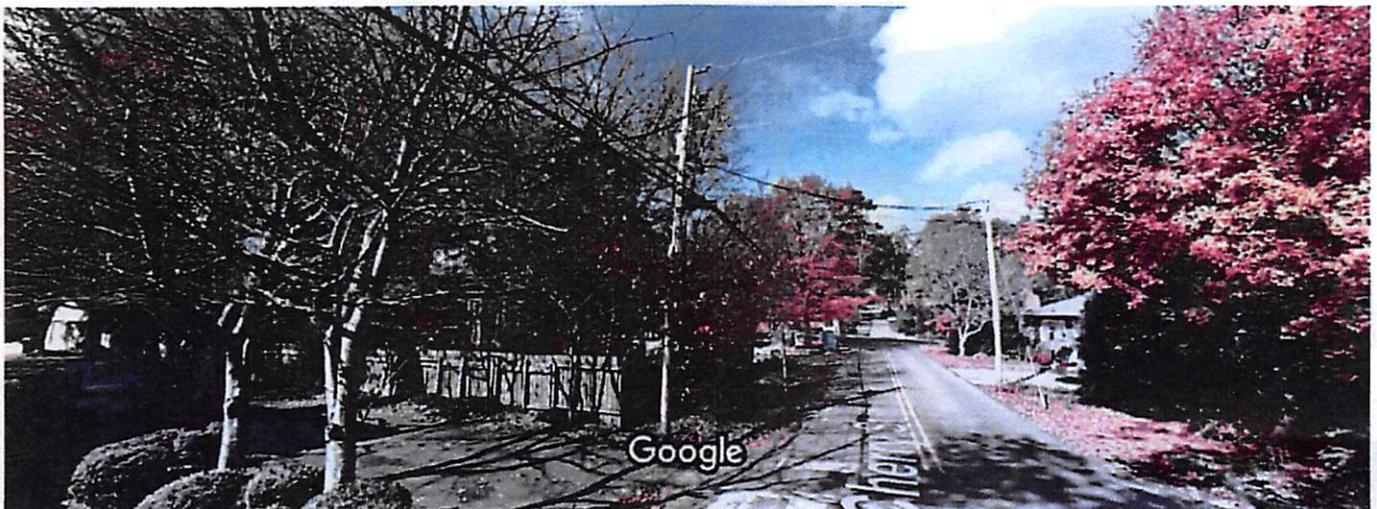
2 Houses down from this address asking for Light.



Google Maps

331 Cherry St

This is the closest pole to the alley not sure if a light could be add. Already quite a bit going on this pole.



Sam Gaston

From: Jason Carmack
Sent: Wednesday, January 23, 2019 5:55 AM
To: Brad Timothy
Cc: Sam Gaston; Ted Cook
Subject: Re: FW: Action Center: Street lights

Thanks

On Wed, Jan 23, 2019 at 12:41 AM Brad Timothy <timothyb@mtnbrook.org> wrote:
I looked at the intersections in question and these were my findings:

The alley runs from Church Street through Cherry Street (it dead ends before intersecting with Peachtree Street).

There are currently street lights at the alley's intersections with

-Church St

-Vine St

-near Elm St

-at an intersection with another alley

There is no street light at or near the alley's intersections with Main Street or Cherry Street

The street light on the island at the intersection of Cherry Street and Meadowbrook Lane is working and is very bright. It sheds light on the intersection of Cherry Street and the alley.

I drove the alley and Cherry Street with just my normal headlights and had no issues safely seeing the intersection.

I personally do not see a need for a street light at the intersection of Cherry Street and the alley.

Sgt Brad Timothy
Mountain Brook Police Department
Patrol Division
[101 Tibbett St](#)
[Mountain Brook, AL 35213](#)
[Office: \(205\) 802-3848](#)

On Tue, Jan 22, 2019 at 4:12 PM Jason Carmack <carmackj@mtnbrook.org> wrote:

Okay, this is a convoluted string of emails. Just make sure you check to see if one light is working and provide opinions on whether a light is needed at the other location.

The existing light is at the traffic island at Cherry and Meadowbrook. Let me know if it's working.

Check the following location to see if a street light is needed in your opinion: 331 Cherry Street and the alley.

Sam Gaston

From: Brad Elliott
Sent: Wednesday, January 23, 2019 11:30 AM
To: Sam Gaston
Subject: Re: Action Center: Street lights

Yes please go ahead with the request as we need light in our parking areas. The light is for us homeowners that have to park on the street. It's really not intended for the alley at all. Alabama Power just says it's the only place they can put a light. I totally disagree with the officers opinion about the light at the island of Cherry and Meadowbrook. This light is old and puts out very little light down here at 333 where we need it.

Thanks,
Brad Elliott

On Jan 23, 2019, at 7:21 AM, Sam Gaston <gastons@mtnbrook.org> wrote:

FYI. Do you want me to continue with your request?

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax
From: Jason Carmack [mailto:carmackj@mtnbrook.org]
Sent: Wednesday, January 23, 2019 5:55 AM
To: Brad Timothy
Cc: Sam Gaston; Ted Cook
Subject: Re: FW: Action Center: Street lights

Thanks

On Wed, Jan 23, 2019 at 12:41 AM Brad Timothy <timothyb@mtnbrook.org> wrote:

I looked at the intersections in question and these were my findings:

The alley runs from Church Street through Cherry Street (it dead ends before intersecting with Peachtree Street).

There are currently street lights at the alley's intersections with

- Church St
- Vine St
- near Elm St
- at an intersection with another alley

There is no street light at or near the alley's intersections with Main Street or Cherry Street

The street light on the island at the intersection of Cherry Street and Meadowbrook Lane is working and is very bright. It sheds light on the intersection of Cherry Street and the alley.