

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

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

OCTOBER 28, 2019, 6:00 P.M.

1. Chamber of Commerce Semi—Annual Report to the City-Molly Wallace (This information will be presented Monday night.)
2. Discussion of expanding areas in Mountain Brook Village for prohibiting employee parking and reducing parking time from 4-hours to 3-hours - Ro Burrow and Molly Wallace (See attached information.)
3. SRO Agreement with Board of Education (See attached information. This item may be added to the formal agenda.)
4. Street Light request between 2428-2430 Mountain Brook Circle-Sam Gaston (See attached information. Light will be used to illuminate the walking path along the creek between Mountain Brook Village and Heathermoor Road.)
5. Caldwell Mill Road bridge replacement options and grant opportunities—Sammy Harton of Gresham Smith Partners (See attached information. This item may be added to the formal agenda.)
6. Re-landscaping around the Jemison Trail pedestrian bridge—Sim Johnson (See attached information. This item may be added to the formal agenda.)
7. Library Board appointment – (See attached information. This item may be added to the formal agenda.)
8. Act 2019-132 allowing cities to provide Tier 1 pension benefits to its Tier 2 employees- Steven Boone (See attached information. This item may be added to the formal agenda.)
9. Executive Session

Employee PARKING

Merchant Votes for Ordinance 2056 per Officer Ro Burrow (Yes = In favor of; No = Not in favor of):

Montevallo Rd.

Marella/Village Sportswear	N
Ishi	N
Illuminated	Y
Eleven Eleven	N
Suite Dreams	N
Mountain Brook Flowers	N
Milla	N
Rex Jewelers	N
Another Broken Egg	N
Table Matters	N
The Lingerie Shoppe	N

Culver Rd.

Sneaky Pete's	Y
Berthon's Cleaners	N

Cahaba Rd.

McConnell, White, Terry	Y
Village Pet	N
Thompson Architecture	N/A
Vitola Cigars	Y
Mason Music	N
Brick & Tin	N
Wells Fargo	N
The Cook Store	N
Trocadero	N
Davenport's	N
Mr. Burch	N
Aladdin Cleaners	N
Leaf & Petal	N
Iberia Bank	N (private parking available)
Vogue Cleaners	N
Ousler's	Y
Impeccable Pig	Y
Bromberg's	Y (private parking available)
Realty South	N
Gilchrist	N
Harrison's	N

Cahaba Rd. Continued

South Oak	N/A
Envy Nails	N
Mtn Brook Creamery	Y
Dana Wolter	N
Betsy Brown	N
Amy Murphy	N/A
Barton Clay	Y
Shell	N/A
Ray & Poynor	N/A
Village Press	Y
Ritch's Pharmacy	N
Arc Realty	N
Etc.	N
Starbuck's	N
Kay Cleaners	N
Outpost	Y
Stella Blue	Y
M. Lavender	N

Petticoat Lane

Paige Albright	Y
Speed Spa	Y
Mary Charles Doll House	N
Patina	N
Ruby Ansley Interiors	N

Culver Rd

Wildflower	N
Village Firefly	N
AKP	N
Golden Age Wine	N
True Fitness	N/A
Pars Gallery	N
Olexa's	N
Beaute Therapie	N
Circa Interiors	N
Daniel George	Y
Green National Food	Y
Maison Interiors	N

47 - NO
16 - YES
6 - N/A

Sam Gaston

From: Suzan Doidge
Sent: Friday, September 20, 2019 3:32 PM
To: Sam Gaston; burrowr@mtnbrook.org; cookt@mtnbrook.org;
Alice.Womack@OakworthCapital.com
Subject: Fwd: Parking in Mtn Brook Village

FYI

Sent from my iPhone

Begin forwarded message:

From: "[Eat@olexas.com](mailto:eat@olexas.com)" <eat@olexas.com>
Date: September 20, 2019 at 3:25:40 PM CDT
To: Suzan Doidge <suzan@mtnbrookchamber.org>
Subject: Parking in Mtn Brook Village

Hey Susan,

We have received the ordinance on parking and understand the need for optimum economic benefit. The reason I am reaching out is for two reasons.

Firstly, our customers have consistently complained THAT THERE IS NOWHERE TO PARK and Second, we are asking if the church giving up a portion of their parking spots and running a tram, golf cart or trolley could be rethought.

We are also concerned about when Mtn Brook Elementary has their sports/field days... the majority of the Mtn Brook Elementary/Heathermoor Rd parking spots are full by 7:45 am with parents/family and there's no extra spots for employees on that side of the village whose "in" time isn't until 9 am or after. Would it be possible on those days if the employees of the village would be able to be exempt from any parking tickets if they had to park elsewhere?

We're just trying to have solutions to a frustrating and ongoing problem.

Much thanks!

Emily

Sam Gaston

From: Janet Forbes
Sent: Monday, September 30, 2019 8:43 AM
To: Suzan Doidge; Molly Wallace; Sam Gaston; Rozetha Burrow
Subject: Seth Adams - Village Sportswear MBV

Seth called to voice his opinion against the new parking ordinance. With the ordinance prohibiting parking on Canterbury Rd, all the employees will park on his side on MBV. He doesn't think the ordinance should only restrict parking on one street.

Janet Forbes, SHRM-CP
Assistant to the City Manager
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213
(p) 205.802.3800 (f) 205.870.3577
forbesj@mtnbrook.org

Change parking hours in Mountain Brook Village from 4 TO 3 hours

Cahaba Road

- Village Press – Yes
- Riches Pharmacy – Yes
- ARC Realty – Yes
- Barton Clay – yes
- Amy Murphy Studio
- Betsy Brown – Yes
- Dana Wolter Interiors – NO
- Mt Brook Creamery – Yes
- Envy Nails – NO
- South Oak Title
- McConnell Terry – No
- Village Pet Care – Yes
- Thompson Architecture- Yes
- Vitola Fine Cigars - Yes
- Mason Music- Yes
- Brick & Tin- Yes
- Wells Fargo- Yes
- The Cook Store- yes
- Tracodero- No
- Davenports Pizza- Yes
- Mr. Bruch Formal Wear- Yes
- Aladdin Cleaners- Yes
- Leaf n Petal- Yes
- Iberia Bank -YES
- Vogue Cleaners- Yes
- Ouslers - Yes
- Impeccable Pig- Yes
- Bromberg's- Yes
- Starbucks - Yes
- Kay Cleaners - Yes
- M. Lavender - Yes
- OutPost- Yes
- Stella Blu- Yes
- ETC - No

57- yes
10- NO

Culver Road

- Berthon's Cleaners – Yes
- Sneaky Pete's -Yes
- Region's- Yes
- Icehouse
- Wildflower – No

- Village Firefly No
- The Salt Room – Yes
- Akp and Associates
- Golden Age Wine- Yes
- True Fitness – Yes
- Parc Gallery – No
- Beautie Therapie- Yes
- Olexia – Yes
- Village Framers- yes
- The Green Door-yes
- Maison- yes
- Daniel George- yes
- Circa Interiors – No

Petticoat Lane

- Ruby Ansley Interiors- Yes
- Paige Albright- Yes
- The Doll Shop-
- Speed Spa-Yes
- Patina – No
- Christine’s – Yes

Montevallo Road

- Pappgallo – Yes
- Gilchrist -Yes
- Harrison Limited – Yes
- Rex Harris Fine Jewelry – Yes
- The Lingerie Shoppe – Yes
- Mila – Yes
- Mountain Brook Creamery – Yes
- Suite Dreams – Yes
- Eleven Eleven – Yes
- Illuminated Candle – Yes
- Ishi – Yes
- Marella /Village Sportswear – Does not think it makes any difference
- Another Broken Egg – Yes
- Table Matters – yes
-

Sam Gaston

From: Ted Cook
Sent: Wednesday, September 11, 2019 3:33 PM
To: Sam Gaston
Cc: Suzan Doidge; Dana Hazen
Subject: Re: MBV Parking

Jackie's response to the question about her route and ticketing:

Chief, I can't see it effecting my duties in MBV other than I probably will write less tickets on Culver, Petticoat and Cahaba. When the employees see me writing tickets on Canterbury, the they will start moving their cars (which is a good thing). The only possible problem I see is with the No Employee's parking, employees will more than likely start parking on Petticoat and Culver Rd. This could create a problem on these other streets.

Chief Ted Cook
Mountain Brook Police Department
101 Tibbett St.
Mountain Brook, AL 35213
(205) 802-3852



On Tue, Sep 10, 2019 at 4:33 PM Sam Gaston <gastons@mtnbrook.org> wrote:

Regarding going from 4 hour to 3 hour parking in MBV, if Jean Clayton is the only person who mentioned it, then I am not sure we need to ask the rest of the village, just leave it at 4 hours. Dana says she has received no comments or complaints about the 4 hour parking. Your thoughts?

Ted-if we did make MBV 3 hours and kept 4 hours in the other 2 villages, how would this affect Jackie's schedule/route of parking enforcement?

Also, what are your thoughts of getting this information out soon about the "No Employee" parking on just Canterbury? Can the Chamber do an email blast to all the merchants in the village and does Ro have time to walk a copy of the ordinance around to all the village? Could be that a few village employees from other streets that might occasionally park on Canterbury Road.

Sam S.Gaston

City Manager

Petition to Remove Ordinance No. 2056

This is a signed petition to remove ordinance no. 2056 issued on behalf of one merchant's complaints forbidding any employee associated with any business located in Mountain Brook Village to park any motor vehicle only on Canterbury Road. The majority of employees of Mountain Brook Village are also paying customers to other merchants in Mountain Brook Village. This ordinance is unfair and one sided.

We, the undersigned, are concerned citizens who urge our leaders to act to remove ordinance no. 2056.

Printed name	Signature	Date	
Dorie King	<i>Dorie King</i>	10/8/19	} Beverly Ruff
Marci Twitty	<i>Marci Twitty</i>	10/8/19	
NAR Andee Renshaw	NAR <i>Nicole Hurley</i>	10/8/19	
Allison Brown	<i>Allison Brown</i>	10/8/19	
Alison Mantley	<i>Alison Mantley</i>	10/8/19	
NAR	NAR	10/8/19	
Jennifer Pate	<i>Jennifer Pate</i>	10/8/19	
Chi Ranieri	<i>Chi Ranieri</i>	10/8/19	✓
JOHN HAYNES	<i>John Haynes</i>	10/8/19	
Katherine Lewis	<i>Katherine Lewis</i>	10/8/19	
Jamie Bagner	<i>Jamie Bagner</i>	10/8/19	
Julie Koch	<i>Julie Koch</i>	10/8/19	
Dicki Perry	<i>Dicki Perry</i>	10/8/19	
NANCY PRICE	<i>Nancy Price</i>	10/8/19	

Printed Name | Signature | Date

Printed Name	Signature	Date
Joyce E. Lewis	Joyce E. Lewis	10-9-2019
Melanie Pockets	Melanie Pockets	10.9.2019
Ciana Word	Ciana Word	10/9/19
Melissa Sughan	Melissa Sughan	10.9.19
Elizabeth Flowers	Elizabeth Flowers	10-9-19
Amy Schneider	Amy Schneider	10-10-2019
LISA S. ROBINSON	Lisa Robinson	10-10-2019
Susan Oliver	Susan Oliver	10-10-2019
Carole Fitzg	Carole Fitzg	10-10-2019
Wulce Gu	Vickie Guercio	10-10-2019
Katie Hoyle	Katie Hoyle	10/10/19
Pam Renshaw	Pam Renshaw	10/10/19
Lynne Rogers	Lynne Rogers	10/11/19
Kelly TRAITNO	Kelly Traitno	10/11/19
Bette Bangeron	BETTE BANGERON	10/11/19
Sherrill Curtis	SHERRELL CURTIS	10/11/19
Janie Brown	Power to the People	
Jennifer Boylan		10/11/19 ✓ Really South
Genda Gbele		
Amy Hill		10/11/19
Rachel Jacobs	Rachel Jacobs	10/12/19
Orna Fick Peterson	Orna Fick Peterson	10/13/2019

Susan Gray

Susan Gray

10-12-19



Dana O. Hazen, AICP
Director of Planning, Building & Sustainability
56 Church Street
Mountain Brook, Alabama 35213
Telephone: 205/802-3816
Fax: 205.879.6913
hazend@mtnbrook.org
www.mtnbrook.org

DATE: August 12, 2019

TO: Mayor, City Council & City Manager
FROM: Dana Hazen, City Planner

RE: Employee Parking – Mountain Brook Village

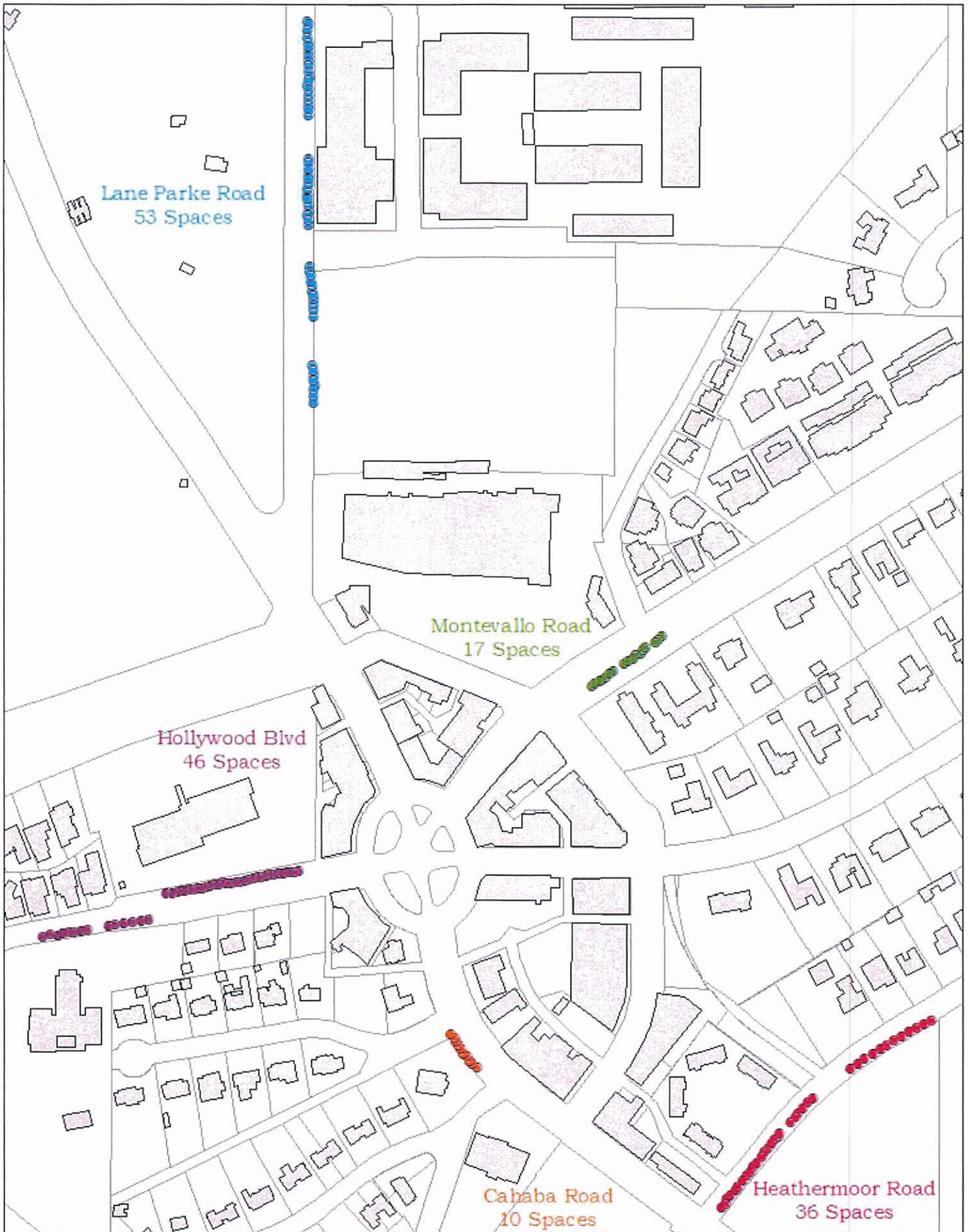
A survey was done by staff during the summer of 2019, regarding the number of employees in the traditional village (minus Lane Parke and Village Dermatology) at a peak hour; compared to the number of all-day employee parking (on-street parking combined with private, on-site parking).

The results indicated that there is a small surplus (7 parking spaces) on all-day parking when compared to the employee need.

Village	Private On-Site Parking	Public All Day Parking	Total Employee Parking Available	Total Number of Employees at Peak Hour
MBV (traditional)	225	162	387	380

5

Mountain Brook Village All Day/Employee Parking - 162 Spaces



**Agreement for Student Resource Officer Program
City of Mountain Brook, Alabama and City of Mountain Brook BOE**

This **Agreement for Student Resource Officer Program** (“Agreement”) is made and entered into effective as of October 1, 2019 (the Effective Date”) by and between the **City of Mountain Brook, Alabama** (“City”), and the **City of Mountain Brook Board of Education** (the “Board”). The City and Board may be individually referenced herein as a “Party” or collectively as “Parties.”

WHEREAS, the City and Board previously have maintained a School Resource Officer (“SRO”) Program whereby law enforcement officers employed by the City have provided SRO services at Board schools pursuant to a Memorandum of Understanding (the “MOU”);

WHEREAS, when this Agreement becomes effective, the MOU will terminate, but the Parties desire to continue the SRO Program pursuant to the terms, conditions and provisions herein; and

WHEREAS, when this Agreement becomes effective, it shall supersede and replace the MOU in its entirety.

NOW, THEREFORE, in consideration of the respective agreements, promises, representations and warranties of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the City and Board agree as follows:

1. Objectives. The Parties desire to operate the SRO Program pursuant to the terms, provisions and conditions herein, and anticipate that, through the cooperative efforts of their officials, City law enforcement officers, students, parents, courts, and the community, that Program will achieve the following objectives:

- (a) help provide a safe and secure environment in Board schools and the areas immediately surrounding them,
- (b) assist the Board maintain conditions at its schools that are conducive to learning;
- (c) reduce criminal activity by students;

(d) if any criminal activity occurs in or about a Board school, increase accountability and prevent that activity from developing into a pattern of delinquency;

(e) establish a positive working relationship between law enforcement officials and students that will assist in student development and may prevent juvenile delinquency; and

(f) promote positive attitudes regarding the role of law enforcement officers in society.

2. Term/Early Termination. This Agreement shall commence on the Effective Date (i.e., October 1, 2019) and thereafter continue in effect for the twelve month period ending September 30, 2020 (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for up to five (5), successive periods of 12 months each (a "Renewal Term") unless, at least one hundred eighty (180) days before the end of the Initial Term or the then current Renewal Term, either Party provides written notice to the other expressing their desire to terminate the Agreement. The Initial Term and any Renewal Term collectively may be referenced hereinafter as the "Term."

Notwithstanding the provision immediately above or elsewhere herein, either Party may terminate this Agreement with or without cause upon giving the other one hundred eighty (180) days advance written notice of termination.

3. Nature of Services. The primary purpose of this Agreement and SRO Program is for the City to furnish officers who will perform law enforcement services at schools in the Board's system. The following understandings apply to these services:

(a) Assignment of SROs. The City will select and assign up to six (6) law enforcement officers who will serve as SROs at the following schools:

- (i) Mountain Brook High School;
- (ii) Mountain Brook Junior High School;
- (iii) Mountain Brook Elementary School;
- (iv) Crestline Elementary School;
- (v) Brookwood Forest Elementary School; and
- (vi) Cherokee Bend Elementary School.

(individually a “School” or collectively “Schools”). An SRO ordinarily will be assigned to perform their duties at the School to which they are regularly assigned, but periodically also may perform SRO duties at other Schools.

The City Police Department will use its reasonable efforts to assign a designated SRO to each of the above listed Schools on days during the regular school year when classes are in session. However, the Board acknowledges and agrees that the City is not committing hereunder to assign an SRO to each School on those days. Should one or more of the 6 designated SROs not be scheduled to work or be absent from work on days when regular classes are conducted due to sickness, holiday, vacation, or law enforcement training, then the designated SROs who are available to work on those days may be assigned to perform SRO duties and cover more than one School at those times.

Notwithstanding any provision herein, in the event of emergency circumstances that affects all or part of the community at large, City officials temporarily may alter the schedule or change the location at which an SRO regularly performs their duties to another location in the City in order to provide law enforcement services throughout the community.

(b) Regular Shifts. The SROs shall be assigned to perform SRO duties during regular school hours and on school days throughout the regular school year when classes are being conducted. The City Police Department is responsible for setting the regular, 8 hour shifts during which the assigned SROs will perform their services.

(c) Overtime Work. If the principal or assistant principal at a respective School requests that a designated SRO who has completed his/her regular shift at a School extend that shift to perform additional SRO services for the Board that relate to educational events, functions and matters, the additional time worked by that officer on those occasions will be treated and classified as “Overtime Work” pursuant to this Agreement.

(d) Regular Duties. The SROs shall have the following responsibilities during regular school periods:

- (i) If necessary, provide law enforcement services at the Schools, including, without limitation, conducting investigations, interviews and any searches related to criminal activity at a School. The law enforcement services provided by SROs shall be consistent with legal guidelines applicable to law enforcement officers and the Standard Operating Procedures of the City’s Police Department;

- (ii) Consult with and assist the Board's Superintendent or principal, faculty and staff at their assigned School in developing plans and strategies to prevent and/or minimize the impact of dangerous situations that may occur on School grounds or at School sponsored events;
- (iii) Periodically provide supervised classroom instruction to students and School staff on a variety of law-related, drug abuse/awareness, and crime prevention topics;
- (iv) Communicate regularly with School officials regarding the safety, security, and well-being of students and School staff; and
- (v) Comply with Board regulations and policies concerning access and use of School premises that apply to Board employees.

(e) Employees of City. At all times pertinent to this Agreement, each SRO is and shall remain an employee of the City who is exclusively supervised by officials in the City Police Department. Nothing herein creates, or is intended to create, any employer-employee or principal-agent relationship between the Board and any SRO, or create any obligation of the Board to compensate or furnish employment benefits of any type to any SRO.

(f) SRO Training. The City represents that each designated SRO shall be certified by the National Association of School Resource Officers, properly trained and otherwise qualified to serve as an SRO.

(g) Evaluation. The City will annually evaluate the performance of each SRO. The Board may provide feedback to City's Agreement Representative related to those evaluations, but understands and agrees that the City, in its sole discretion, has the exclusive right to make staffing, disciplinary or other employment actions regarding an SRO (including, without limitation, removing them from the Program, reassigning them or selecting new SROs).

(h) Access to Student Records. In order to assist the Board to perform educational services at the Schools, the SROs periodically may require, and the Board agrees to grant, access to certain records with personally identifiable information about students that is covered by Family Educational Rights and Privacy Act (FERPA). The Board designates the SROs who may be given access to those records for the purposes of this Agreement as "school officials with legitimate educational interests" within the meaning of FERPA.

(i) Services Outside Scope of Agreement. The following services that a City Police Officer (whether or not designated as an SRO) performs in connection with Board functions and activities fall outside the scope of this Agreement and the SRO Program:

- (i) Except for the Overtime Work by an SRO contemplated and discussed above in Section 3(c), services performed for the Board after regular school hours or days for an athletic, extra-curricular or other Board-sponsored event at a School. The Board or other entity requesting and receiving the benefit of such off-duty service shall compensate the officer for that work based on understandings that have been or will be negotiated independent of this Agreement; and
- (ii) Any services performed in connection with a class retreat, athletic event or other Board function that does not occur at a School site. Requests for law enforcement services for any such event shall be approved in advance by the City and shall be subject to the Board fully reimbursing the City for all costs related thereto.

4. City's SRO Program Expense/Cost Sharing by Board.

During the Term the City will bear the expense of performing its responsibilities hereunder for the SRO Program, maintain records substantiating its annual costs of the Program, and make those records available to the Board on reasonable, advance request. The elements of the SRO Program include, but are not limited to, the expense of labor and benefits for up to six (6) SROs that the City will assign to the Program, uniforms, law enforcement equipment, costs of capital transfers for vehicle replacements, training expenses incurred by those City officers required for them to be certified for SRO services and the City's cost for a Police Department representative to attend the first PTA meeting at a School during an academic year and regular monthly meetings of the Board (collectively, the "City's SRO Program Costs"). If an SRO performs Overtime Work for educational events, functions and matters (see Section 3(c) above), for accounting purposes the expense of that Work will not be treated as an element of the SRO Program.

Beginning on the Effective Date, the Board shall reimburse the City for 50% of the City's SRO Program Costs and for 100% of Overtime Work performed by SROs. Within ten (10) days following each calendar month during the Term, the City will submit invoices to the Board indicating the City's SRO Program Costs (and any Overtime Work) attributable to the preceding month, and the Board shall remit payment for those invoices within fifteen (15) days following receipt. Within sixty (60) days following each twelve month period of the Term (or other month immediately following termination of the Agreement), the Parties will confer to reconcile any

variances in amounts billed by the City and actual amounts owed by the Board for the City's SRO Program Costs (or Overtime Work) during the preceding twelve month period (or other months preceding termination). If the Parties determine in that reconciliation process that the City under billed or the Board overpaid City's SRO Program Costs (or Overtime Work) for the period that is examined, the reconciled amount will be paid by the Party owing that amount to the other within ten (10) days after conclusion of such process.

5. Request by Board for Material Modification of Agreement. The Board acknowledges that the City has invested significant resources to employ and train additional law enforcement officers to meet its commitment herein to furnish six (6) designated SROs to perform SRO duties. Consequently, if the Board subsequently requests that the City amend this Agreement to increase or decrease the number of designated SROs contemplated herein or make any other modification to this Agreement or the SRO Program that, in the City's sole judgment, materially affects the City's SRO Program Costs, the Board must provide the City a transition period of up to six (6) months to implement any such agreed modification (an "Implementation Period") and compensate the City for any previously unbudgeted costs that it may incur during or at the end of that Period to make any such change. By way of example, if the Parties agree to amend this Agreement to satisfy a request from the Board that the City increase the number of designated SROs from 6 to 7, the Board, as a condition for any such amendment, the City may require that the Board pay the City's cost to employ and train an additional law enforcement officer or new SRO during the Implementation Period. Conversely, if the Board were to request that the City agree to reduce the number of designated SROs from 6 to 4, as a condition of any such Amendment the City may require that, in order to minimize its risk and cost of having overstaffed with law enforcement personnel at the end of Implementation Period, it have the unilateral discretion to remove designated SROs from the SRO Program, furnish less than 6 SROs and reassign the SROs who are expected to be displaced by the amendment to other positions in its Police Department that may come available at any time during that Period.

6. Miscellaneous Provisions.

(a) Entire Agreement. This Agreement sets forth the entire understanding between the Parties concerning the matters and subjects herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to be merged herein and of no effect unless expressed herein.

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

(c) No Waiver. Any forbearance or delay by either Party in enforcing any of their rights under this Agreement shall not be construed as a waiver of such rights. No terms of this Agreement shall be waived unless expressly waived in writing.

(d) No Assignment. Neither Party may assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the other Party, which consent will not be unreasonably withheld.

(e) No Third Party Beneficiaries. This Agreement is made only for the benefit of the Parties. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(f) Independent Contractor. The City is an independent contractor of Board. This Agreement does not create any partnership, joint venture or principal-agent relationship between the Parties.

(g) Amendment. Neither this Agreement nor any of its provisions herein may be amended or modified except in accordance with the terms of a written instrument signed by both Parties.

(h) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned, duly authorized officials of the Parties have executed this Agreement on behalf of their respective organization.

City of Mountain Brook, Alabama

By: _____

Its: Mayor

Date _____

City of Mountain Brook Board of Education

By: _____

Richard Barlow

Its: Superintendent

Date _____

Sam Gaston

From: Sam Gaston
Sent: Monday, October 14, 2019 4:47 PM
To: Howell, Alison Dyan; 'Rocker, Telra Shanae'
Subject: FW: Between 2428-2430 Mountain Brook Circle
Attachments: IMG_4638.jpg; Untitled attachment 00847.txt

Alison,

There is a utility pole between 2428 -2430 Mountain Brook Circle. Here is a photo. It is between the concrete block apartments on this short cul-de-sac off of Heathermoor Road. Behind the utility pole is a walking path from Mountain Brook Village to Heathermoor and Mountain Brook Elementary School and Field.

Can a street light go on this pole and be turned over the path, not towards the apartments?

Sam S.Gaston

City Manager

City of Mountain Brook, AL.

56 Church Street

P.O. Box 130009

Mountain Brook AL. 35213

(205) 802-3803 Phone

(205) 870-3577 Fax

-----Original Message-----

From: Sam Gaston [mailto:gastons@mtnbrook.org]
Sent: Monday, October 14, 2019 4:37 PM
To: Sam Gaston
Subject: Between 2428-2430 Mountain Brook Circle



Lighting Services NESCS® Lease Agreement (Governmental)



Customer Legal Name City of Mountain Brook DBA Walking Trail Light
 Service Address MOUNTAIN BROOK CIR, BIRMINGHAM AL 35213 County Jefferson
 Mailing Address P.O. Box 130009, Birmingham, AL 35213
 Email Gaston@mtnbrook.org Tel # 205-802-3803 Alt Tel _____
 Tax ID _____ Business Description Municipal

Existing Customer? Yes No If Yes (and if possible), does Customer want Equipment added to an existing account? Yes No Existing Account _____
For informational purposes only

Equipment

	Qty	Wattage	Type	Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*
(1)	1	108	LED	LED Cobra - 4000k - gray - 8500 to 14000 Lumens	OH	UM	\$12.02	\$2.53	\$14.55
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									
(8)									
(9)									
(10)									
Monthly Total *									\$14.55

Project Notes: To install light on existing secondary pole behind apartments to light up walking trail

Initial Term 36 months **Prepaid Amount** \$ 0.00

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature	Date	Alabama Power Company	Date
Sign Here _____	_____	Sign Here _____	_____
Print Name _____		Print Name _____	
Print Title _____		Print Title _____	

APC Internal Use Only - APC Reference Number (if applicable): _____

TERMS and CONDITIONS (NESC Governmental)

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items--(iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC's Installation activity can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law.. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.
9. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
10. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Sam Gaston

From: Sam Gaston
Sent: Tuesday, October 15, 2019 11:41 AM
To: 'VIRGINIA C SMITH'; 'Billy Pritchard'; stewart@welchgroup.com; 'Alice Womack'; Lloyd Shelton (lcs@borlandcpa.com); Phil Black (Phil@bgrouparch.com)
Cc: Ronnie Vaughn (vaughnr@mtnbrook.org); James Gay; Steve Boone
Subject: Caldwell Mill Road Bridge Project

We met with Gresham Smith Partners today about this project. We had a much bigger turnout and response from residents on this bridge than the other two They all seemed to want stone guardrails rather than the rusty metal guardrails.

Gresham Smith will be at our October 28th pre-meeting to discuss some options for us to consider. They plan to have a cost estimate for both versions of the bridge design mentioned above. The good news about the stone guardrails is that the bridge may not have to be so wide which would be some costs saving toward the more expensive stone guardrails. Also, they will have some options of form-lined stone versus stacked moss rock.

In addition, ALDOT has a new grant program, Rebuild Alabama, and there are grants of \$250,000 available and the application is due November 30th with the awarding of the grants announced in late January. Gresham Smith will be researching these grants to see if it will be feasible for us to apply, since this bridge is being funded entirely with City monies. Supposedly this is a fast-track program with little oversight by ALDOT and we have most of the plans already prepared, plus did a comprehensive study of our bridges using an APPLE grant to justify the work we plan to do on three bridges in 2020-2021.

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



October 25, 2019

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

Subject: Stone Barrier Rail Additional Project Cost
Bridge Replacement on Caldwell Mill Road Over Little Shades Creek
Mountain Brook, AL
Gresham Smith Project No. 42480.00

Dear Mr. Gaston:

As you are aware, all of the citizens that either attended the recent Public Involvement meeting or provided written comments on the Caldwell Mill Road bridge replacement project felt very strongly that the new bridge must have stone railings similar to the other bridges around the City of Mountain Brook. As requested by the City of Mountain Brook (City), Gresham Smith has developed the following scope and cost for the addition of a stone barrier rail to the proposed bridge structure on Caldwell Mill Road Over Little Shades Creek.

The current proposed structure shown at the Public Involvement meeting is a 40' wide Conspan concrete arch structure. In order to provide the most cost-effective structure possible, the new bridge structure was sized to provide an opening under the bridge large enough to convey the flows in Little Shades Creek and not increase the flood elevation for the 100-year storm. Due to the arch shape of the bridge and the height of the arch relative to the roadway, dirt and asphalt pavement was to be placed across the structure, similar to a large pipe culvert. Rustic looking guardrails were proposed to protect drop-offs on both sides of the bridge.

Changing from guardrails to a stone barrier rail will allow the structure width to be reduce to 36' wide (perpendicular to the road), which will result in some cost savings for the Conspan concrete arch structure itself. In working with Contech, we are proposing to incorporate concrete bridge railings into the top the headwalls on both ends of the structure. The headwalls and bridge railings would then be covered with stacked stone matching the other bridge railings in Mountain Brook.

Below is a summary of the additional costs for adding stacked stone bridge railings across the new structure.

Genuine Ingenuity
3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200
GreshamSmith.com



Additional engineering fees for roadway and bridge plan revisions and design & details for stacked stone bridge railings	\$9,000
Addition of reinforced concrete barrier rail across bridge (integral with bridge headwalls)	\$11,000
Stacked stone treatment for concrete barrier rails	\$10,200
Reduction of bridge width from 40' to 36'	(\$12,070)
Delete rustic guardrails across bridge	(\$1,750)
Add guardrail end anchors at ends of concrete bridge railings	\$12,000
Total	\$28,380

If you have any questions or need any additional information, please don't hesitate to contact me or Sammy Harton.

Sincerely,

Blair Perry, P.E.
Principal/Project Manager

BCP/sh

Copy Ronnie Vaughn - City of Mountain Brook



October 24, 2019

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

Subject: Rebuild Alabama Act Annual Grant Program
Bridge Replacement on Caldwell Mill Road Over Little Shades Creek
Mountain Brook, AL
Gresham Smith Project No. 42480.00

Dear Mr. Gaston:

Gresham Smith at the request of the City of Mountain Brook (City) has reviewed the requirements for the new Rebuild Alabama Act Annual Grant. Below is information on the grant program as it applies the Caldwell Mill Road bridge replacement project.

- The Caldwell Mill Road bridge replacement project qualifies for this grant program as it is a City owned and maintained road open to the public.
- The maximum grant award per project is \$250,000 which can only be used for construction. If awarded, the funds are available for one year after the project is awarded.
- There is no City funding match requirement for this grant program. Additional funding commitments by the City, which would be required to cover the total cost of this project, will be viewed favorably by the grant selection committee.
- ALDOT currently intends to be hands-off after the award of the grant and will not require the plans to go through ALDOT's **plan development and review process**. However, ALDOT advised this is subject to change pending upcoming internal meetings by ALDOT as they develop the details of the program.
- This project will require some right-of-way (ROW) and easement acquisitions. The additional ROW/easements will need to be identified in the grant application and include letters of support from the affected property owners. If the property owners do not support the project and ROW acquisition efforts will be intensive, ALDOT recommends not applying for the grant until property is acquired, due to the time limitation on the funds.
- If awarded, grant funds will be released to the City once ALDOT receives notice of award to a contractor from the City.
- Grant applications are due November 30, 2019 for the 2020 grant year. Applicants will be notified no later than January 15, 2020 if their application is selected for the grant.

Genuine Ingenuity

3595 Grandview Parkway
Suite 300
Birmingham, AL 35243
205.298.9200
GreshamSmith.com



We believe that this project is a strong candidate for a grant award under this program for the following reasons:

- The City's prior and ongoing efforts to assess the needs of the City's bridges and budget funds for the replacement and rehabilitation of several City bridges, including the Caldwell Mill Road bridge.
- The need for this project can be easily demonstrated due to the condition and current 4-ton load posting of the existing bridge. The existing bridge is also a hydraulic "choke point" in Little Shades Creek.
- The City's willingness to provide additional City funds to use with the grant funds to complete this project should be looked upon favorably by the grant selection committee.

If the City submitted and were awarded the maximum \$250,000 grant amount, this would cover approximately 35%-40% of the total estimated construction cost of the project. If the City elected to submit for this grant, it could delay the start of construction one to two months, as we would need to delay the bid opening until after the grants are awarded.

Gresham Smith would be glad to assist the City with the grant application process. Gresham Smith proposes a lump sum fee of \$1,750 to prepare the grant application for the City. This will include preparing the base grant application as well as supporting exhibits (drawings, maps, photos, etc.) to be attached to the application. Give the unknown amount of time it may take to discuss the project or meet with affected property owners to obtain property owner letters of support, the above fee does not include the time to obtain these letters of support. If the City would like our assistance with talking to or meeting with property owners to obtain letters of support, we propose to do this on an hourly basis using the hourly rate schedule below.

Hourly Rate Schedule

Staff Classification	Hourly Billing Rate
Project Manager	\$205.00
Project Engineer	\$120.00

If you have any questions or need any additional information, please don't hesitate to contact us.

Sincerely,

Blair Perry, P.E.
Principal/Project Manager

BCP/sh

Attachments: Rebuild Alabama Procedural Guidelines
Rebuild Alabama Act Annual Grant Program Application Fiscal Year 2020
Rebuild Alabama Act Annual Grant Program (FAQ)

Rebuild Alabama Act Annual Grant Program Fiscal Year 2020 Program Guidelines

This document contains information regarding the Rebuild Alabama Act (RAA) Annual Grant Program for Fiscal Year (FY) 2020. The RAA Annual Grant Program is administered by the Alabama Department of Transportation (ALDOT). Prospective project-sponsoring governmental agencies are encouraged to thoroughly review this document, as well as the FY 2020 RAA Annual Grant Program Application and FAQ document, when considering developing a project application.

A. ELIGIBILITY:

Any political subdivision of the State of Alabama (Municipal and County Governments) is eligible to apply for funding under the RAA Annual Grant Program.

Project applications may be submitted for improvements to any road or bridge owned and maintained by the applicant that is open to public traffic.

The final eligibility of applications and proposed project activities will be determined by ALDOT upon evaluation of the application submitted.

B. COMPETITIVE SELECTION

RAA Annual Grant Program funds are awarded through a competitive project selection process.

C. PROJECT FUNDING:

The RAA Annual Grant Program was established by Legislative Act #2019-2. The program allocates no less than \$10 million annually to eligible projects as identified by ALDOT during a fiscal year.

The maximum funding provided to any project in FY2020 will be \$250,000.00.

RAA Annual Grant program funding is only available for eligible construction activities. No Preliminary Engineering, Right-of-Way, Utility Relocation, Construction Engineering & Inspection or Materials Testing costs will be eligible.

RAA Annual Grant Program awarded funds will be issued to the sponsoring agency either (1) upon ALDOT's receipt of a Notice of Award from the sponsoring agency to the contractor, or (2) upon ALDOT's receipt of a Purchase Order (PO) from the sponsoring agency issued against a valid, eligible in-place bid contract.

RAA Annual Grant Program awarded funds cannot be transferred to another project and may only be used to fund improvements consistent with the intent of the original project application.

RAA Annual Grant Program funds may be combined with other federal, state or local funds, where allowed by ALDOT. In such cases, the more restrictive funding requirements may apply to all funds utilized, if required by use of the funds.

A sponsoring governmental agency may only submit one project application per application cycle. Each County and Municipality will be viewed as an individual sponsor. Any project submitted by multiple sponsors shall be deemed as the eligible submission for all sponsors.

Sponsors with an active award may not submit another application until the awarded project has been let to contract or a purchase order utilizing a valid, eligible in-place bid contract has been issued.

Other funding sources to supplement RAA Annual Grant Program funds are not required, but projects containing a commitment to provide supplemental funding may be given favorable consideration.

D. PROJECT PROGRESS:

RAA Annual Grant Program funds are available to sponsoring agencies for a period of one (1) year from the notice of award. Funding awarded to a sponsoring agency not either let to contract or a purchase order issued against a valid, eligible in-place bid contract within one year of the notice of award are subject to rescission.

Any overrun in total project costs above the amount awarded shall be the responsibility of the sponsoring agency.

E. MISCELLANEOUS PROVISIONS:

Projects must be let to competitive bid. In-place bids may also be utilized as long as those bids were awarded following all required competitive bid laws for eligibility including the RAA. No other method of construction, such as force account, is allowed.

Any costs incurred prior to issuance of a Notice of Award or a Purchase Order are not eligible.

RAA Annual Grant Program funds have reporting requirements. Recipients will be required to furnish any and all requested data to ALDOT or required entities necessary to satisfy reporting requirements of the RAA.

E. APPLICATION SUBMISSION & SELECTION

Applications must be received or postmarked prior to November 30, 2019.

All sponsoring agencies selected to receive funding for the first round of grant applications shall be notified no later than January 15, 2020.

Rebuild Alabama Act Annual Grant Program Application Fiscal Year 2020



ALABAMA DEPARTMENT OF TRANSPORTATION

This document provides the format in which the required information is to be included in all applications seeking consideration for the Rebuild Alabama Act (RAA) Annual Grant Program. Applicants may develop and prepare their own applications; however, the headings (A through H) shall be listed with supporting narratives/attachments included. Prospective project sponsoring governmental agencies are encouraged to review the *FY 2020 RAA Annual Grant Program Guidelines* when considering the development of applications. Sponsors will be required to submit the original application and 3 color copies to the ALDOT Local Transportation Bureau no later than **November 30, 2019**.

A. Sponsoring local governmental entity

Sponsor Entity: _____
Official: _____
Title: _____
Address: _____
Phone: _____
Email: _____

Project Manager: _____
Title: _____
Address: _____
Phone: _____
Email: _____

B. Briefly describe the proposed project improvements, identifying the points of origin, destination and all intermediate points of access. Detail the intended use of the project.

- C. Provide a detailed preliminary pay item estimate of the total project cost, the amount of RAA Annual Grant Program funds requested, the amount and source of any other funds to be applied to the project and how the project will be constructed (let to contract locally, in-place bid, etc.).
- D. Identify any project phases that could adversely impact the project's progression. Note the following phases are not eligible for reimbursement:
 - a. Environmental and/or cultural resources
 - b. Right-of-way or temporary/construction easements
 - c. Utility relocations
- E. Describe the life expectancy of the project. Identify the agency responsible for maintenance, and the funding source for maintenance efforts.
- F. Provide any additional comments the sponsor wishes to be considered.
- G. Attach any supporting photographs, maps, drawings, or plans necessary to support the project application (all in Color).
- H. Applications should follow the format provided and specified, including all letters of support. Attachments should be limited in size to 11" by 17" (folded to 8-1/2" by 11").

The original application and 3 color copies, including all pertinent attachments, should be received or postmarked no later than November 30, 2019, at the following address:

Mr. D.E. (Ed) Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Boulevard
Room 110
Montgomery, AL 36110

Rebuild Alabama Act (RAA) Annual Grant Program

FREQUENTLY ASKED QUESTIONS

What is the RAA Annual Grant Program? The RAA Annual Grant Program is an ALDOT administered transportation infrastructure grant program for projects of local interest created in the Rebuild Alabama Act of 2019.

What projects are eligible? Project applications may be submitted for improvements to any classified road or bridge open to public traffic.

Who may apply? Any local governmental entity (county or municipality) within the State of Alabama.

How much funding can be requested? The maximum awarded amount of funding per project is subject to change for any fiscal year. Please refer to the current fiscal year's procedural guidelines.

Can the total cost of a project exceed the maximum awarded amount? Yes, however any overruns in total project costs, above the amount awarded, shall be the responsibility of the sponsor.

Is a sponsor funding match required? There is no funding match required by the sponsor. However, projects containing a commitment to partial local funding may be given favorable consideration.

Will a sponsor have to pay any funds "up-front"? No, the RAA Annual Grant Program is not a "cost reimbursement program" and invoicing ALDOT will not be required. Awarded funds will be issued to the sponsoring agency either (1) upon ALDOT's receipt of a Notice of Award from the sponsoring agency to the contractor, or (2) upon ALDOT's receipt of a Purchase Order from the sponsoring agency issued against an in-place annual bid.

How many applications can I submit? Local project sponsors may only submit one application per application cycle. Once a project is selected, a local project sponsor may not submit another application until the awarded project has been let to contract or a purchase order issued against an in-place bid.

How long is the funding available? Funds are available for 1 year from the notice of award. Funds awarded but not let to contract or had a purchase order issued against an in-place bid within 1 year are subject to rescission. If a project is in danger of exceeding the 1-year funding deadline, an extension request must be submitted by the sponsor and may be approved by ALDOT prior to the expiration of the funding deadline.

Who is responsible for preliminary engineering? The sponsor will be responsible for the cost of all required preliminary engineering activities in accordance with program requirements at no cost to the project. This shall include but is not limited to costs associated with preparing the application, project development, environmental clearances, plan development, and contract letting. Furthermore, the sponsor is responsible for any environmental assessments, clearances, and permitting which may be required. Projects including preliminary engineering will be held to the funding deadlines established in the Annual Grant Program Guidelines.

Must a project be on a certain Functional Classification of roadway? No. Project applications may be submitted for any classification of road or bridge open to public traffic.

Will projects requiring right-of-way or easements be considered for award? Yes. Any application for project improvements that will require the acquisition of right-of-way or easements must be disclosed in the application. Non-adverse conditions (donation, value findings, etc.) should be documented with the application in the form of letters of support from the affected property owners. Applications that require significant and/or adverse right-of-way acquisition should be delayed until the subject right-of-way has been obtained.

Projects requiring right-of-way or easement acquisition will be held to the funding deadlines established in the ALDOT Annual Grant Program Guidelines.

Failure to disclose required right-of-way in the project application may be grounds for rescission and reallocation of awarded project funds.

Who is responsible for right-of way or easement acquisition? The sponsor will be responsible for the cost of all right-of-way and easement acquisition in accordance with program requirements at no cost to the project. The nature of any required right-of-way or easements should be disclosed in the application.

Will projects requiring permitted work on property owned by another entity be considered for award? Project improvement activities should only occur on property owned or on easements obtained by the sponsor. Applications involving work on property owned by another entity will generally not be considered unless the affected property owner is ALDOT. Any proposed work on ALDOT right-of way shall have the written support of the local ALDOT Region Engineer submitted with the application.

Failure to disclose necessary permitted work in the project application may be grounds for rescission and reallocation of awarded project funds.

Who is responsible for obtaining necessary permits? The sponsor will be responsible for acquiring necessary permits at no cost to the project.

Will projects requiring utility relocations be considered for award? Yes, however, any utility relocation costs will be the responsibility of the applicant and will not be an eligible cost to the project. Projects including utility relocations will be held to the funding deadlines established in the Annual Grant Program Guidelines.

Any utility relocations shall be identified in the project application. Failure to disclose required utility work / relocations in the project application may be grounds for rescission and reallocation of awarded project funds.

Who will let the project to contract? The sponsoring governmental agency will be responsible for letting projects locally via competitive bid. In-place bids may also be utilized as long as the bids were awarded following all state and federal competitive bid laws. No other method of construction, such as force account will be allowed.

Can a sponsor use an in-place annual bid to purchase materials and use their own forces to place the material? Yes, but only the cost of the materials that were purchased through the in-place annual bid would be eligible for reimbursement. The cost of the sponsor's forces (labor and equipment) would not be eligible for reimbursement under this program.

Who is responsible for construction engineering and inspection? The sponsor will be responsible for the construction engineering and inspection (CE&I), as well as the testing and inspection of materials as required by program specifications.

How does the RAA Annual Grant Program affect other Federal/State Funded Programs? Projects identified to receive other sources of Federal and/or State funds may be supplemented with annual grant funds (where allowed by ALDOT). If Annual Grant Program funds are combined with federal funds, the more restrictive federal requirements shall apply to the Annual Grant Program funds as well.

Due to the funding restrictions placed on Annual Grant projects, what potential issues should be taken into consideration when developing applications.

- Right-of-way acquisition or easement/permitting
- Utility / service relocations
- Cultural resources
- Environmental impacts
- Fiscal capability and the sponsoring agency's ability to provide funds to cover overruns and/or total project costs in excess of the award.

How do I apply? Local project sponsors may apply for annual grant funding by submitting a complete and accurate project application. Detailed Annual Grant Program Guidelines and an Annual Grant Application can be found on the Annual Grant webpage: <https://www.dot.state.al.us/RAgrantprogram/>

Who will select projects for funding? Applications will be accepted, reviewed, and awarded by ALDOT through a competitive selection process.

When will applicants know they have a project selected for funding? All local project sponsors shall be notified in writing consistent with the deadlines established for each round of allocation.



Janet Forbes <forbesj@mtnbrook.org>

Fwd: Jemison Park Bridge Reforestation

1 message

Sam Gaston <gastons@mtnbrook.org>

Mon, Oct 21, 2019 at 10:08 AM

To: Steve Boone <boones@mtnbrook.org>, Janet Forbes <forbesj@mtnbrook.org>

Information attached for the Jemison Park relandscaping item on the pre- meeting

Sent from my iPhone
Sam Gaston

Begin forwarded message:

From: Nimrod Long <nimrod@nimrodlong.com>
Date: October 21, 2019 at 9:37:22 AM CDT
To: Sam Gaston <gastons@mtnbrook.org>, Simeon Johnson <simeonjohnson@msn.com>, Shanda Williams <williamssh@mtnbrook.org>, Virginia Smith <wood967@aol.com>
Cc: John Wilson <jwilson@golightlyla.com>, Stewart Welch <Stewart@welchgroup.com>
Subject: Fwd: Jemison Park Bridge Reforestation

Here is the proposal from Landscape Services. Funds to cover expenses will come from the Mayor and Friends. Contract will be with the City.

Thanks,
Nim

Nimrod W.E. Long III
FASLA

Nimrod Long and Associates
Land Planners | Landscape Architects | Urban Designers
[880 Montclair Road, Suite 235](#)
[Birmingham, AL 35213](#)
205-323-6072 Voice
205-910-8730 Cell

Begin forwarded message:

From: Brityn Stump <bstump@lsialabama.com>
Date: October 21, 2019 at 7:53:31 AM CDT
To: Nimrod Long <nimrod@nimrodlong.com>
Cc: Will Newton <wnewton@lsialabama.com>
Subject: Jemison Park Bridge Reforestation

Nimrod,

Good morning. Please see attached estimate for the work we discussed last week for the bridge at Jemison Park. If you have any questions please let us know.

Thank you,

Brityn Stump

Landscape Services Inc.

4641 Hwy 280 East

Birmingham, AL 35242

Phone: 205.991.9584

2 attachments



noname.html

1K



JemisonParkBridgeReforestationRevised.OCT2019.pdf

68K



Landscape Services, Inc.

(205) 991-9584

POST OFFICE BOX 43383
BIRMINGHAM, AL. 35243

10/21/2019

Friends of Jemison Park

P.O. Box 530813

Mountain Brook, AL

EXHIBIT A

Re: Jemison Park Bridge Reforestation Project

ESTIMATE

Stone Work:

1	Installation Of Boulders <i>Boulder Materials Selected By LSI and Supplied By Others</i>	Lump Sum	\$14,310.00
		Subtotal	\$14,310.00

Grading & Drainage

1	Grading & Backfill <i>Topsoil Supplied by Others</i>	Lump Sum	\$7,200.00	
100	18" Corrugated PVC Pipe	ln ft	\$37.56	\$3,756.00
2	24" x 24" Inlet w/ Dome Grate	ea	\$715.00	\$1,430.00
1	Fittings	Lump Sum	\$300.00	
		Subtotal	\$12,686.00	

Reforestation:

1	Seed & Straw Disturbed Area	Lump Sum	\$3,004.00
		Subtotal	\$3,004.00

Total Project \$30,000.00



Steve Boone <boones@mtnbrook.org>

Susan Elliott re-appointed to Library Board

1 message

Lindsay Gardner <lgardner@eolib.org>
To: Steve Boone <boones@mtnbrook.org>

Tue, Oct 15, 2019 at 9:04 AM

Steve,

Susan Elliott is willing to serve another term. When appropriate, please add to the City Council agenda for approval.

Thanks,
Lindsay

Please note my new email address - lgardner@eolib.org

Lindsay Gardner, Director
Emmet O'Neal Library
50 Oak Street
Mountain Brook, AL 35213
205.445.1192
334.216.9464 cell
lgardner@eolib.org

From: Walter Meyer <meyerw@mtnbrook.org>
Date: October 24, 2019 at 5:35:30 PM CDT
To: Sam Gaston <gastons@mtnbrook.org>
Subject: Request to speak at council meeting 28Oct2019

Sam,

Here is my request.

I would like to make a request to speak on behalf of the employee federation concerning the Tier 1 / Tier 2 conversion at the Oct 28 council meeting.

The goals of my request are to ask the council to postpone or delay the vote on the resolution to vote "NO" on the Tier 1 / Tier 2 conversion. Steve has worked hard putting together the numbers concerning the conversion and preparing a presentation for the employees. These presentations were given over the past two days and there are many questions and concerns about the conversion by the employees. I want to ask that the council postpone the vote so that the employee federation members can discuss the conversion with their respective departments and represent their departments accurately. I also want to ask the council to postpone the vote so that in the event Mountain Brook chooses to moving forward with the conversion, there is a tentative plan to make the conversion as budget neutral as possible and that tentative plan is able to be shared with the employees.

Thank you.

--

Eric Meyer
Lieutenant Engine 3
Mountain Brook Fire Department
205.966.9444

RESOLUTION NO. 2019-161

**EXPRESSION OF OPPOSITION TO AND
REJECTION OF THE TIER 3 PENSION (ACT 2019-132)**

WHEREAS the Alabama Legislature has given local employers that participate in the Employees' Retirement System of Alabama (RSA) the option of granting Tier 1 pension benefits to its Tier 2 employees upon the Legislature's adoption of Act 2019-132; and

WHEREAS RSA participating employers have until May 8, 2021, to pass a resolution to irrevocably adopt the provisions of Act 2019-132; and

WHEREAS participating employers who have not previously implemented the provisions of Act 2011-676 and who elect to implement the Tier 3 pension must 1) increase Tier 2 employee contributions by 1.5% and 2) adopt a plan to increase its Tier 1 employees by 2.5% such employees receiving no benefit from the Tier 3 pension change; and

WHEREAS the City's pension plan achieved a funded status of 86% in 2007 (following a \$7,000,000 extra cash deposit into the pension trust) and has since declined to 65% (considered "below average") as of September 30, 2018, which included the City's required RSA payments plus an additional \$600,000 in 2017 and 2018 (\$1.2 million total); and

WHEREAS the City's actuarially required total contribution to the pension plan is 23%+ of payroll and has increased at a compound annual growth rate of more than 7% since 2012; and

WHEREAS the City projects, based on a 2019 RSA case study, the City's cost differential between the Tier 1/Tier3 and Tier 2 plans to be \$300,000+ annually to be realized incrementally over the coming 15—20 years and the total cost differential to be more than \$540,000 annually; and

WHEREAS, based on experience, the City Council is deeply concerned that the current 2-tiered pension plan is unsustainable and that replacing the Tier 2 plan with a Tier 3 plan that provides benefits 35% greater than the Tier 2 plan can only worsen the pension plan's financial position;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, the City hereby voices its objection to the provisions of Act 2019-132 and rejects the implementation of the provisions thereof due to the adverse effects on both the funded status of the City's RSA pension plan as well as the untenable required contribution currently in excess of 20% of covered payroll.

ADOPTED: This 28th day of October 2019.

Council President

APPROVED: This 28th day of October 2019.

Mayor

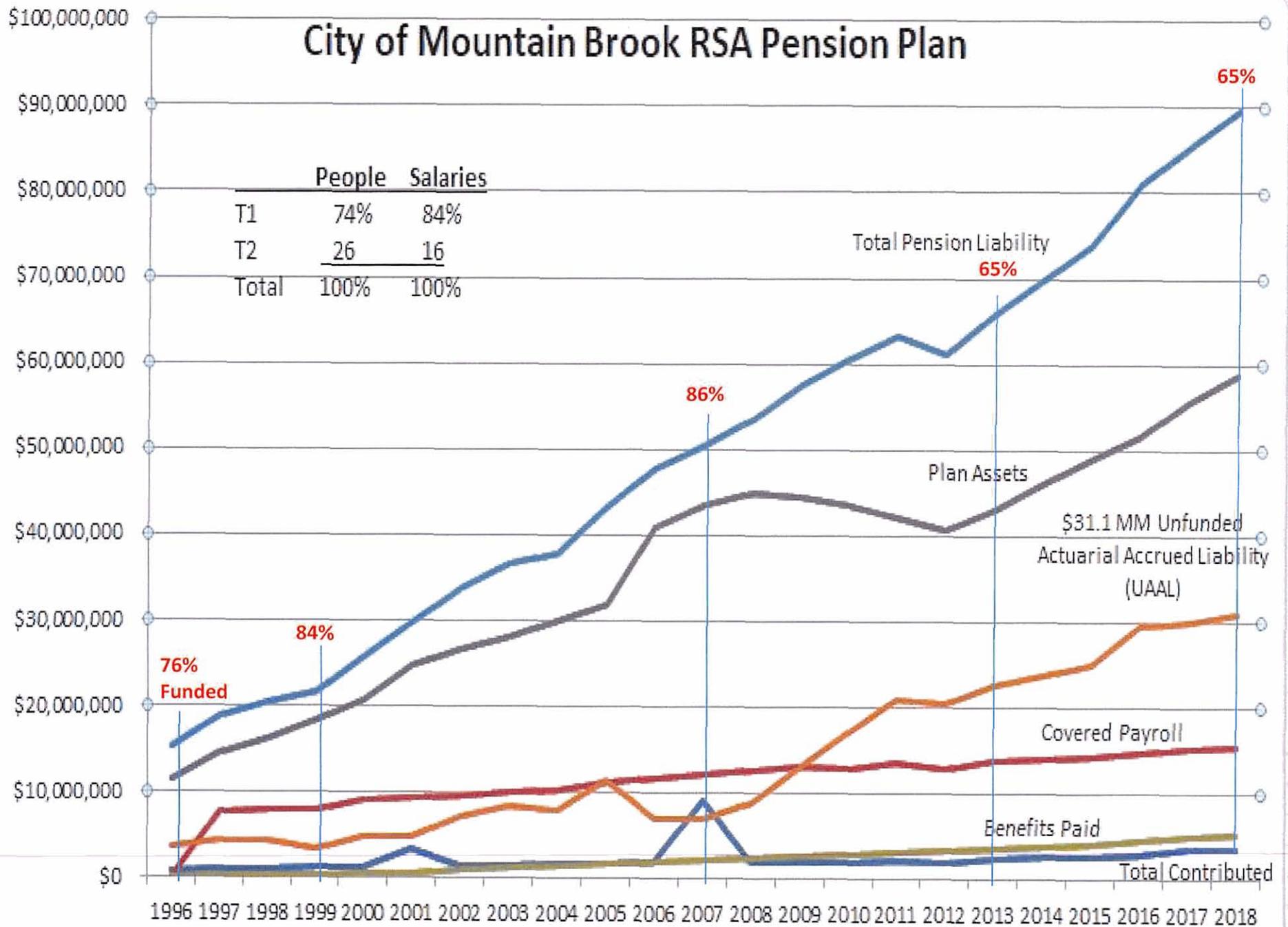
City of Mountain Brook RSA Pension Plan

Evaluation of the Impact of
Act 2019-132

(Tier 2 Pension Conversion to Tier 1)

City of Mountain Brook RSA Pension Plan

	People	Salaries
T1	74%	84%
T2	26	16
Total	100%	100%



Comparison of Tier 1 and Tier 2 Plans

Description	Tier 1	Tier 2
Benefit expressed as a % of defined salary	2.0125%	1.65%
Hazardous duty addendum	FLC employees credited with 6 years of service for every 5 years (or portion thereof) worked	Not applicable
Minimum age to retire	Any age with 25 years of service or age 60 with 10 years' service	62 civilians or 56 (FLC) with at least 10 years of service
Service credit for sick leave	Allowed if authorized by employer	Not allowed
Overtime	Limited to 20% of base salary	Limited to 25% of base salary

- Tier 1 FLC benefits are **46%** greater than Tier 2 benefits
- Tier 1 Civilian benefits are **22%** greater than Tier 2 Civilians
- Mtn Brook's weighted avg difference between Tier 1 and Tier 2 benefits is **35%+**

RSA Case Study Summarized

1. Immediate increase in the UAAL by

\$334,000 (retroactive Tier 3 service credit)

2. Year 1 increase in City's pension cost of

\$80,500 (due to prospective 35%+ increased Tier 3 pension benefit)

Is that all?

The Tier 2 Conversion Only Gets More Costly

1. After implementation, pension costs will increase annually
2. As Tier 1 employees retire, instead of being replaced with Tier 2 workers they will be replaced with Tier 3 workers whose benefits are 35%+ greater than the Tier 2's
3. Mountain Brook's expense differential after the Tier 3 transformation will be **\$300,000+** annually based on the RSA case study estimates
4. Mountain Brook's total cost (employee + City) after the Tier 3 transformation will be **\$540,000+** annually
5. Mountain Brook has already increased its Tier 1 employee withholdings (Act 2011-676). How does this action make its RSA case study results different from another city's who has not?

Everyone Else

1. Another city could see a pension expense decrease once they implement Tier 3 plan based on their RSA case study
 2. The savings will be achieved by transferring a portion (2.5%) of its pension cost to the Tier 1 employee
 3. This cost transfer does not impact in any way the total cost of the pension plan—only who is paying the cost
 4. Tier 1 wages will decrease over time as they retire and so will this 2.5% cost transfer savings
 5. Mountain Brook has been there and done that, what happened?
-

City's Annual Required Contribution %, Tier 1 Civilian Withholding % and Additional Amounts Deposited by City

Year	City	Employee	Total	Extra Paid by City
1995	5.48%	5.00%	10.48%	
1996	5.48%	5.00%	10.48%	
1997	6.70%	5.00%	11.70%	
1998	8.25%	5.00%	13.25%	
1999	9.45%	5.00%	14.45%	
2000	9.45%	5.00%	14.45%	
2001	9.45%	5.00%	14.45%	\$ 2,000,000
2002	9.45%	5.00%	14.45%	
2003	8.31%	5.00%	13.31%	
2004	9.83%	5.00%	14.83%	
2005	10.90%	5.00%	15.90%	
2006	10.90%	5.00%	15.90%	
2007	11.51%	5.00%	16.51%	\$ 7,000,000
2008	7.98%	5.00%	12.98%	\$ 300,000
2009	9.06%	5.00%	14.06%	
2010	8.84%	5.00%	13.84%	Act 2011-676
2011	9.96%	5.00%	14.96%	
2012	8.42%	7.50%	15.92%	
2013	9.65%	7.50%	17.15%	
2014	11.70%	7.50%	19.20%	
2015	12.39%	7.50%	19.89%	
2016	12.55%	7.50%	20.05%	
2017	13.30%	7.50%	20.80%	\$ 600,000
2018	13.30%	7.50%	20.80%	\$ 610,000
2019	15.47%	7.50%	22.97%	\$ 638,000
2020	15.64%	7.50%	23.14%	\$ 640,000
2021	16.02%	7.50%	23.52%	
				\$ 11,788,000 and Counting

CONCERNS:

1. Considering the increasing City pension cost trends, is the current 2-tiered plan sustainable?
 2. The Tier 2 conversion plan is substantially more expensive than Tier 2. If Tier 2 is questionable, how can a Tier 2 conversion to Tier 1 be justified considering the greater cost?
-