

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

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

JANUARY 13, 2020, 6:00 P.M.

1. David Marsh with ECS to discuss repair options/costs for Smyer Road (See attached information.)
2. ClasTran request for funding for FY-2020-Shari Spencer, Interim Executive Director (See attached information. This item may be added to the formal agenda.)
3. Street light request for the end of Shannon Lane-Amy Jackson and Sam Gaston (See attached information. This item may be added to the formal agenda.)
4. Design change for Watkins Trace bridge-Shanda Williams (See attached information. This item may be added to the formal agenda.)
5. Jefferson County GIS Consortium proposal-Dana Hazen (See attached information. This item may be added to the formal agenda.)

#1

Sam Gaston

From: Danny Trawick <DTrawick@ecslimited.com> on behalf of Danny Trawick
Sent: Thursday, January 09, 2020 3:12 PM
To: Sam Gaston
Cc: David G. Marsh, P.E.
Subject: Smyer Road
Attachments: Geofoam International EPS Package 2019.pdf

Sam,
Our initial review and consultation locally didn't yield contractors comfortable with using EPS foam as they said they were unfamiliar with it. Thus, we reached out to the national suppliers for input on pricing. The following pricing was provided to us and should be considered approximate for budgeting purposes. These unit rates were based off of the minimum length of road section to be remediated at 360 LF with assumed undercut/replacement and geofoam install depth of 8' and a replacement width on average of 12'.

- 1) Material costs of the EPS with shipping to job were estimated to be about \$115,000
- 2) Install was estimated to be about \$57/CY
- 3) And demo/haul off of existing road and gravel fill estimated to about \$50/CY

This puts us with a total of about \$200/CY for the materials and install of the geofoam. Using the minimum road length, which equates to 1,280 CY, this will equate to a price of approximately **\$256,000**. **This price does not include surveying, engineering, testing, and/or paving costs.** Thus, the total could be on the order of more than \$400,000. We note that the 8 feet of improvement was an estimate in our original evaluation. The actual depth of improvement would be evaluated in a subsequent desk evaluation.

Please review and let us know if you have any questions or comments. I have also attached technical information from GeoFoam for the EPS foam material.

Thanks,

DANNY TRAWICK | Geotechnical Senior Project Manager
T 205.588.5099 | C 205.492.9356
133 West Oxmoor Road, Suite 205 | Birmingham | AL | 35209

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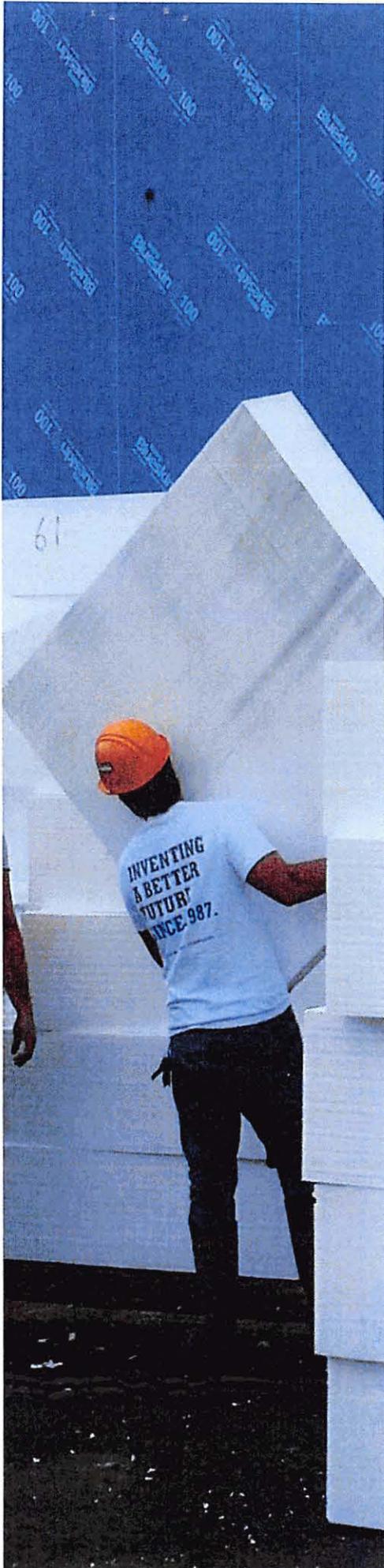
Expanded Polystyrene (EPS) EPS Geofoam Application & Technical Data

**Geofoam
International**

Geofoam International, LLC
9325 Sky Park Ct. #250
San Diego, CA 92123

Web: www.geofoamintl.com
Phone: 844-773-3626





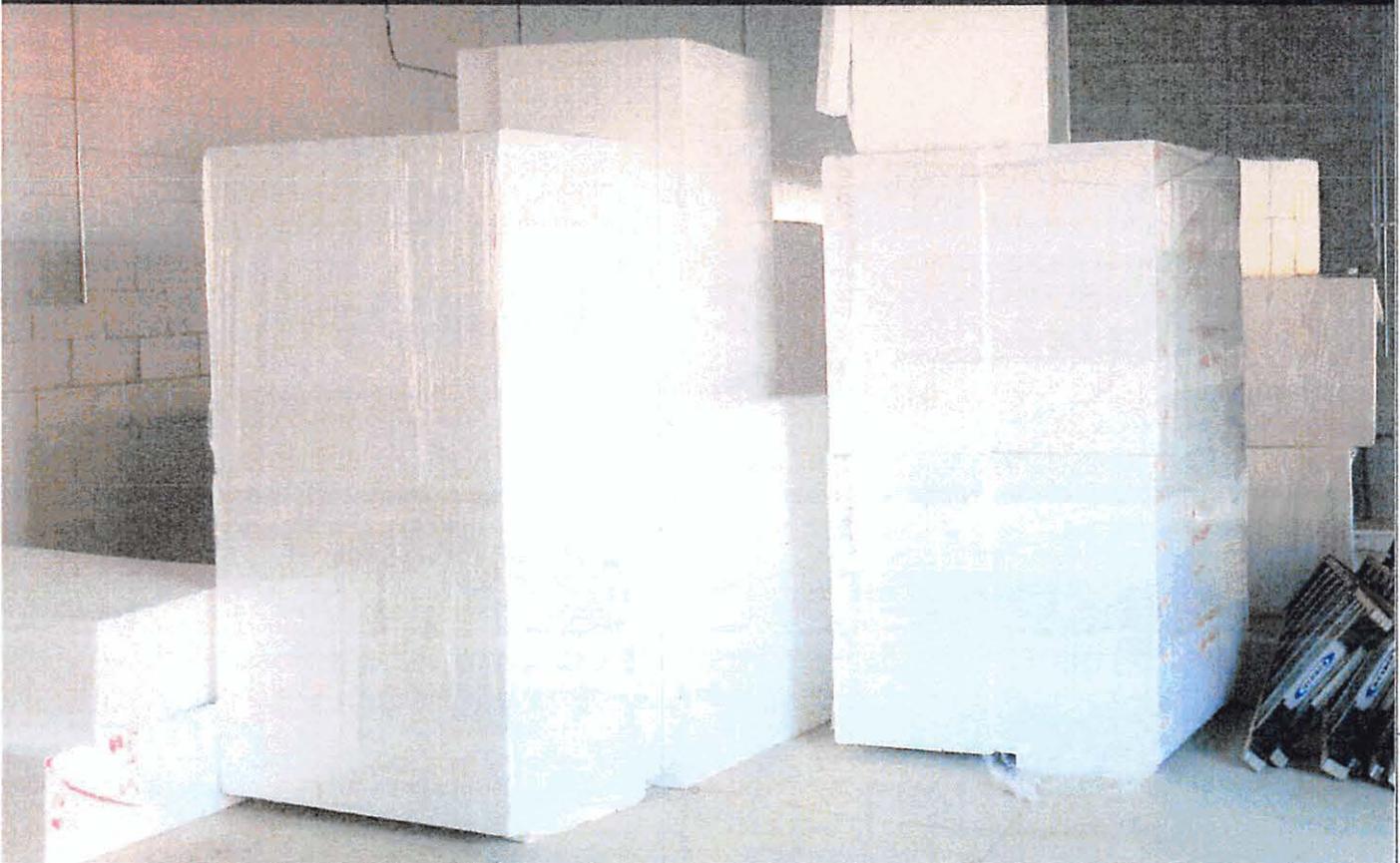
CONTENTS

Product Overview	page 3
EPS Geofoam Applications	page 7
Manufacturing Partnerships	page 12
Environmentally Responsible	page 13

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section one
**PRODUCT
OVERVIEW**

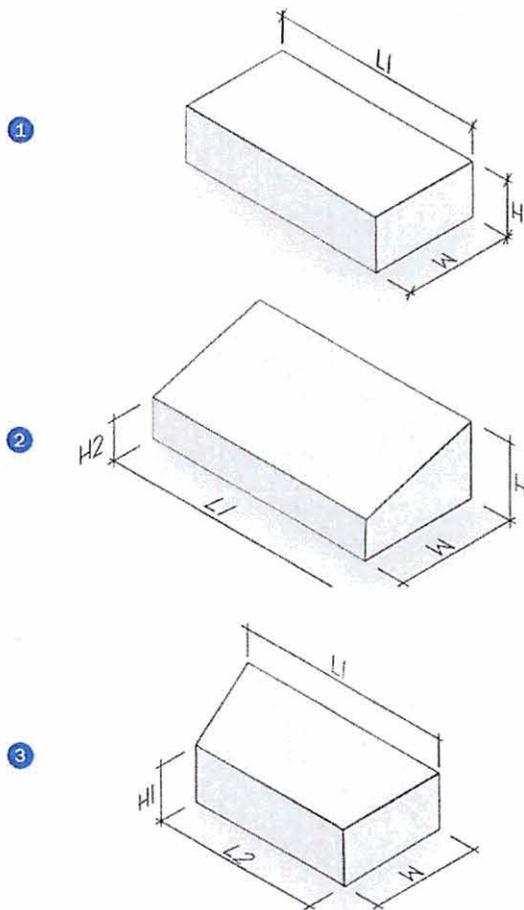


WHY GEOFOAM INTERNATIONAL?

Our team provides a reliable, easy to install product backed by solid ASTM certification. EPS Geofoam by Geofoam International LLC is made and engineered with consistent physical properties no matter where your project is located across the country. It provides the highest level of control over the construction element. Our EPS Geofoam can be UL certified and backed by ICC and other governing bodies of construction for its physical properties including compressive resistance.

Trusted professionals to get the job done. Our in house team of project managers, coordinators, business developers and EPS Geofoam specialists will design and verify compliance with specification documents to ensure that you are getting the right product for the job. All EPS Geofoam blocks are tested to ensure they are uniform and comply with the required specifications.

Performance you can rely on, anywhere in the United States. Geofoam International LLC has the experience of more than 100 manufacturing facilities located throughout North America. So, no matter where your project is located, our team of professionals will be able to provide you with a quality product at a competitive price. All EPS Geofoam is backed by a warranty from the manufacturer and is available in a range of densities and strengths.



- 1 Typical Rectangular EPS Geofoam Block
- 2 Typical Tapered EPS Geofoam Block
- 3 Trapezoidal EPS Geofoam Block

EPS Geofoam by Geofoam International LLC provides the most reliable, highest level of stability for transportation or structural projects utilizing Geofoam. It is a clean, cost effective, lightweight material that can be used for many different applications.

- EPS Geofoam can be factory cut to fit to size and accompanied with a detailed set of installation shop drawings showing the contractor where to place each block and how to install it.
- Compressive resistance @ 1% deformation ranges from 2.2 psi to 18.6 psi.
- EPS Geofoam blocks can be molded to virtually any size and provided at different densities depending on the requirement by the project.
- EPS Geofoam is 100 times lighter than traditional fill materials like soil.
- Maintenance following installation is not required.
- The closed cell structure of the foam inhibits moisture absorption and the risk of mold or mildew growth.
- Blocks can be precut or field trimmed to be stacked easily in the field by the installing contractor.
- EPS Geofoam can be provided with an EPA-approved termite and bug resistant material which meets the strictest certifications in the market.
- Material can be delivered in a just in time method so no storage is involved.



EPS GEOFOAM PROPERTIES

Essentially, there are two different measurements for Expanded Polystyrene Density. It is imperative that one determines the relationship between the specific molding equipment being used, the achieved product density and its compressive resistance at 1% strain required. In most Geofoam specifications, the compressive resistance at 1% strain will be the overriding consideration. Performance requirements for EPS Geofoam applications must be evaluated individually as they relate to each project specification.

EPS Geofoam is one of the most versatile construction products on the market today. In short, Geofoam is an expanded polystyrene building material that is approximately 1% the weight of soil and less than 10% the weight of other lightweight fill alternatives. As an example, one cubic foot of EPS 15 weighs exactly one pound. As a lightweight fill alternative, EPS Geofoam reduces the loads imposed on adjacent and underlying structures and soils. EPS Geofoam is manufactured in various unit weights and typically range from 0.7 lbs. to 2.85 lbs. per cubic foot. EPS Geofoam is available in a wide variety of compressive resistances so the project designer/engineer can choose the appropriate density of EPS to support the design loading while minimizing cost.

The Technical Data section of this site will provide you with ASTM information which details the density,

compressive resistance, flexural strength and other important considerations for the use of the product. EPS Geofoam is known as a construction friendly material that does not require any large special equipment and the blocks can generally be hand carried by laborers. EPS Geofoam can be "pre-engineered" and be delivered to the job site precut to fit a specific layout or it can be delivered in standard 4'-0" x 8'-0" blocks and easily cut in the field with a GI supplied hot-wire cutter or a common hand saw.

EPS geofoam is available in a range of compressive resistances. A project designer can choose the specific type of EPS required to support the design loading while minimizing cost. Several different types of EPS geofoam can be specified on a single project to maximize savings. For example, higher strength EPS geofoam can be used in high applied stress areas while lower strength blocks are used in areas where the applied stresses are lower.

EPS Geofoam design loads are recommended to not exceed the compressive resistance at 1% capacity. This limit controls the amount of long-term deflection, or creep, resulting from permanent sustained loads. Note: Adequate soil cover, or a load distribution slab, may be needed to distribute heavy concentrated loads.

ASTM D6817 PHYSICAL PROPERTY REQUIREMENTS OF EPS GEOFOAM							
Type	EPS 12	EPS 15	EPS 19	EPS 22	EPS 29	EPS 39	EPS 46
Density, min., kg/m ³ (lb/ft ³)	11.2 (0.70)	14.4 (0.90)	18.4 (1.15)	21.6 (1.35)	28.8 (1.80)	38.4 (2.40)	45.7 (2.85)
Compressive Resistance, min., kPa (psi) at 1 %	15 (2.2)	25 (3.6)	40 (5.8)	50 (7.3)	75 (10.9)	103 (15.0)	128 (18.6)
Compressive Resistance, min., kPa (psi) at 5 %	35 (5.1)	55 (8.0)	90 (13.1)	115 (16.7)	170 (24.7)	241 (35.0)	300 (43.5)
Compressive Resistance, min., kPa (psi) at 10 % ^A	40 (5.8)	70 (10.2)	110 (16.0)	135 (19.6)	200 (29.0)	276 (40.0)	345 (50.0)
Flexural Strength, min., kPa (psi)	69 (10.0)	172 (25.0)	207 (30.0)	240 (35.0)	345 (50.0)	414 (60.0)	517 (75.0)
Oxygen index, min., volume %	24.0	24.0	24.0	24.0	24.0	24.0	24.0

The typical design load limit for EPS Geofoam is the compressive resistance at 1%. Please see ASTM D6817 for more information.

EPS GEOFOAM PROPERTIES

EPS Geofoam is a cellular plastic material that is extremely lightweight (1lb/ft³), extremely strong, and has a very low density (1% of traditional earth materials.)

It is a manufactured block material meeting the engineered product specification standards of

ASTM D6817/ ASTM C-578 Standard densities range from 11 kg/m³ (0.7 lb/ft³) to 32 kg/m³ (1.8 lb/ft³).

This density range for the different EPS allows for the specification of a material with suitable mechanical properties as required by the project.

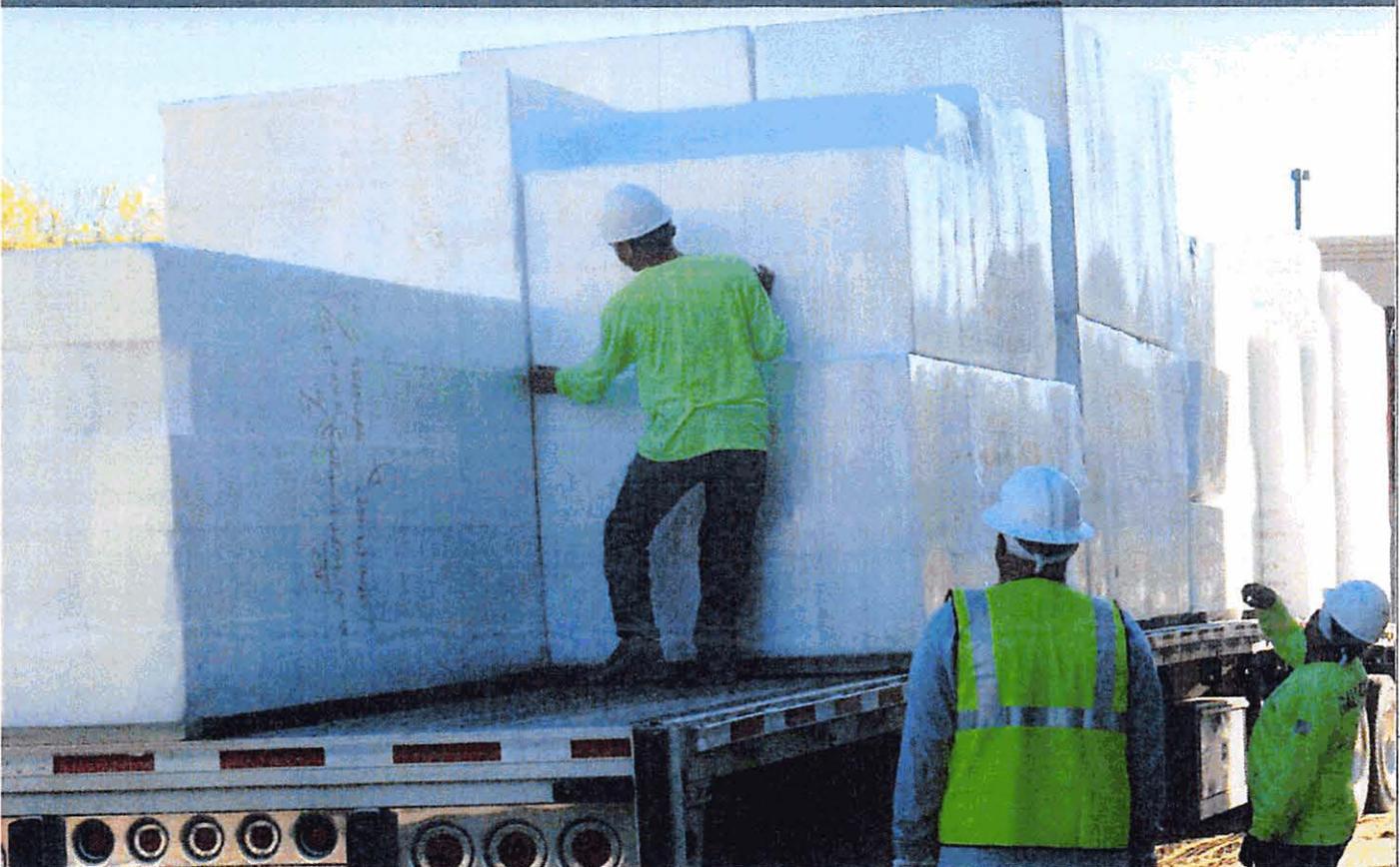
ASTM C-578 PHYSICAL PROPERTY REQUIREMENTS OF EPS GEOFOAM

Property		Type XI	Type I	Type VIII	Type II	Type IX
Normal Density	lb/ft ³ (kg/m ³)	0.75 (12)	1.00 (16)	1.25 (20)	1.50 (24)	2.00 (32)
Density ¹ , min.	lb/ft ³ (kg/m ³)	0.70 (12)	0.90 (15)	1.15 (18)	1.35 (22)	1.80 (29)
Design Thermal Resistance per 1.0 in. thickness	75°F °F•ft ² •h/Btu (°K•m ² /W)	3.22 (0.57)	3.85 (0.68)	3.92 (0.69)	4.17 (0.73)	4.35 (0.77)
	40°F °F•ft ² •h/Btu (°K•m ² /W)	3.43 (0.60)	4.17 (0.73)	4.25 (0.75)	4.55 (0.80)	4.76 (0.84)
Thermal Resistance ¹ , min per 1.0 in. thickness	75°F °F•ft ² •h/Btu (°K•m ² /W)	3.10 (0.55)	3.60 (0.63)	3.80 (0.67)	4.00 (0.70)	4.20 (0.74)
	40°F °F•ft ² •h/Btu (°K•m ² /W)	3.30 (0.58)	4.00 (0.70)	4.20 (0.74)	4.40 (0.77)	4.60 (0.81)
Compressive strength ¹ @10% def., min.	psi (kPa)	5.0 (35)	10.0 (69)	13.0 (90)	15.0 (104)	25.0 (173)
Flexural strength ¹ min.	psi (kPa)	10.0 (69)	25.0 (173)	30.0 (208)	40.0 (276)	50.0 (345)
Water Vapor Permeance ¹ of 1.0 in. thickness, max., perm		5.0	5.0	3.5	3.5	2.0
Water Absorption ¹ by total immersion, max., volume %		4.0	4.0	3.0	3.0	2.0
Oxygen Index ¹ min., volume %		24.0	24.0	24.0	24.0	24.0
Flame Spread ²		20	20	20	20	20
Smoke Developed ²		150-300	150-300	150-300	150-300	150-300

¹ See ASTM C-578 Standard Specification for complete information

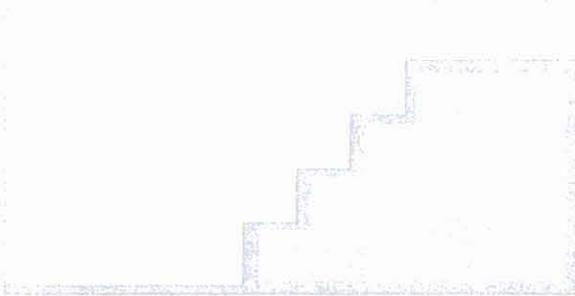


section two
**GEOFOAM
APPLICATIONS**

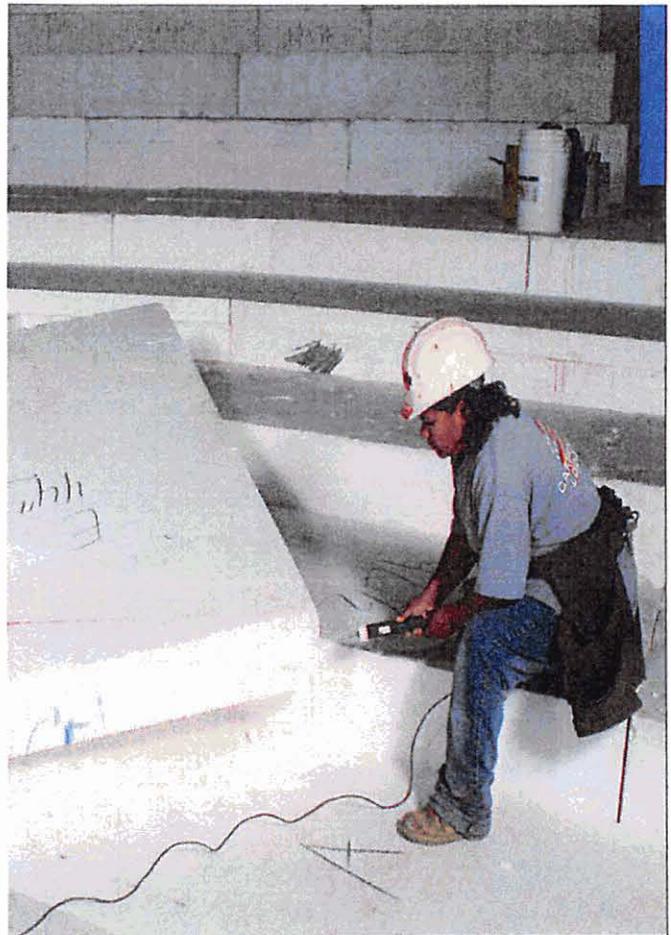


GEOFOAM APPLICATIONS

STADIUM PLATFORMS



EPS Geofoam blocks are an ideal structural solution for tiered seating platform construction. Weighing only one pound per cubic foot, EPS Geofoam is extremely lightweight and a perfect material for an upper floor or retail center application. Blocks are easily carried through the pedestrian doors of facilities under construction and installed late in the sequence as the material takes very little labor and time to install. Because of the geometry of the blocks, the weight is distributed evenly across the surface and no point load is achieved.



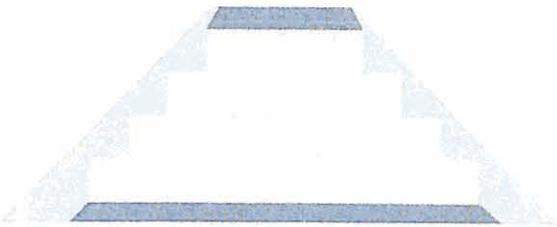
SIDE HILLS



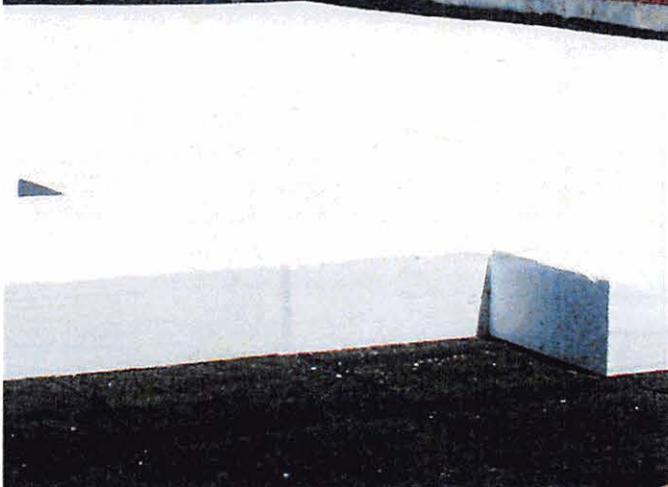
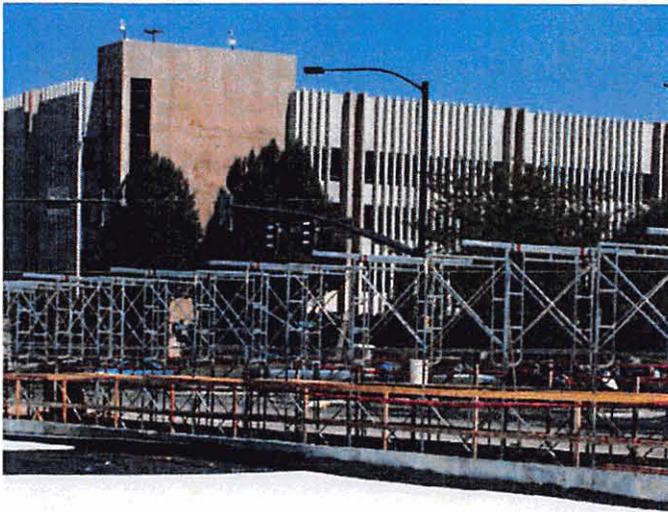
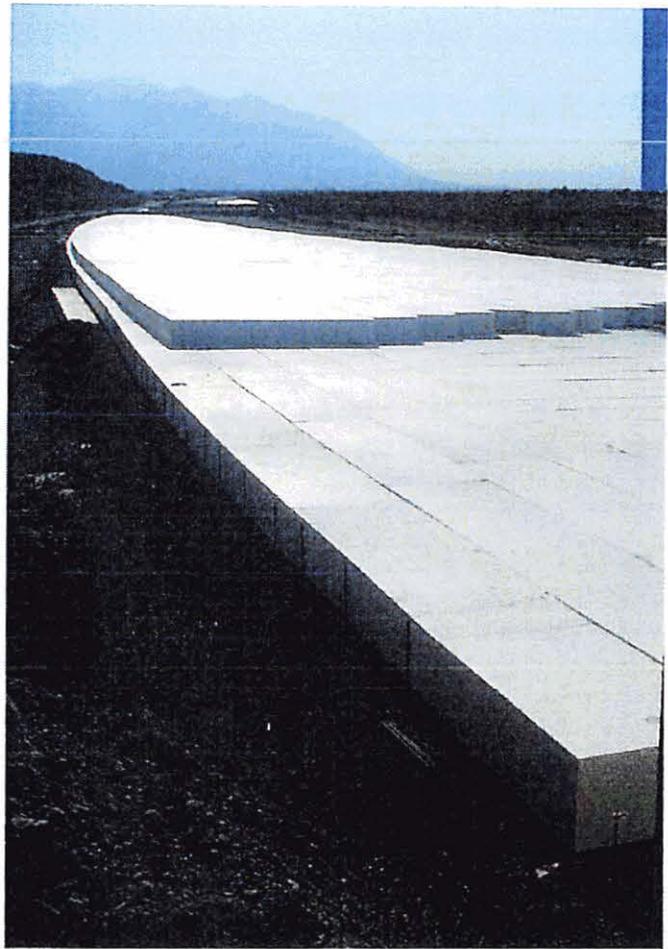
The use of EPS Geofoam on a side hill project is common practice and has been used for years. The reduction of weight and pressure against the side of the hill is used to prevent landslides, and stabilize the hill side. The lack of increased weight on the side of the hill allows for a safer, more stable road construction project. As a rule of thumb, Geofoam is up to 100 times lighter than other traditional fills with similar compressive strengths.

GEOFOAM APPLICATIONS

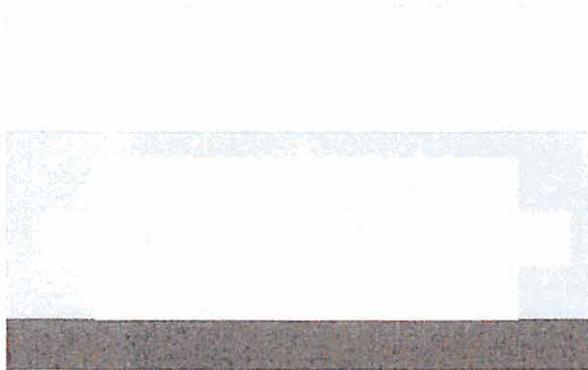
ROAD CONSTRUCTION



EPS Geofoam is often used in the construction of roads and has been across the world since the 1970's. The use of a lightweight fill material like EPS has enabled roads to be built faster, lighter, and with greater stability than they would have with other similar fill materials. Blocks are stacked up to a desired elevation and then typically covered in a geomembrane before being topped with asphalt or concrete. The use of geofoam saves time, money, and effectively allows contractors and architects in the field to adjust their project as they see fit based on field conditions. It is a very forgiving and easy to use material.



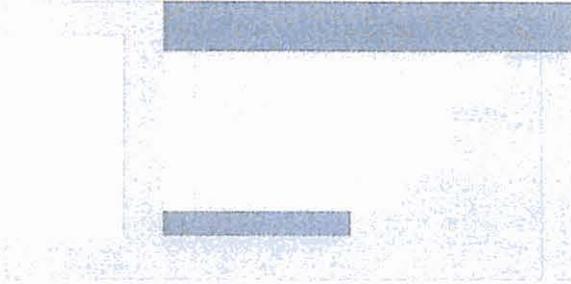
BUILDING FOUNDATIONS



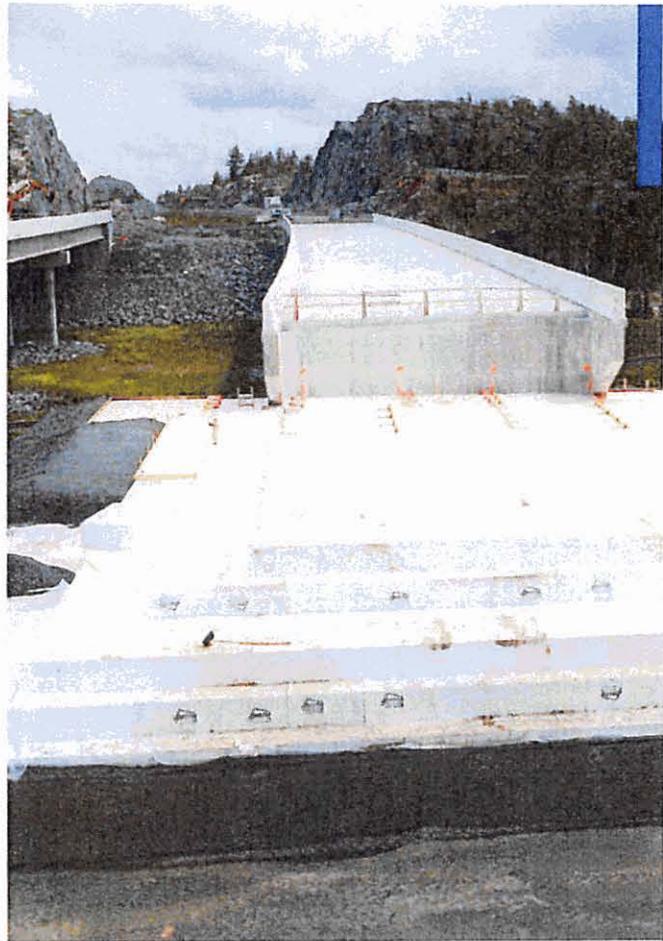
EPS Geofoam can be used as a compensating foundation to reduce the load on underlying compressible soils and minimize building settlement along with potential bearing capacity problems. Existing soil is excavated to reduce the net applied load to the soil by the new structure. If the amount of soil excavated equals the full weight or stress applied by the new structure, the foundation is called "floating" or "fully compensating."

GEOFOAM APPLICATIONS

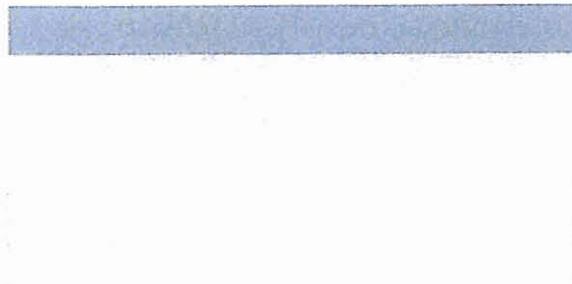
BRIDGE ABUTMENTS



EPS Geofoam can be used to support bridges when designed to the proper specification. The material adds little additional load to the underlying ground and therefore is a perfect material for the construction of a bridge structure. In cases of a rehabilitation of a bridge which is no longer structurally stable to hold the loads of current traffic loads, EPS Geofoam infill can help support the span and transfer the traffic load safely to the foundation or underlying soil.



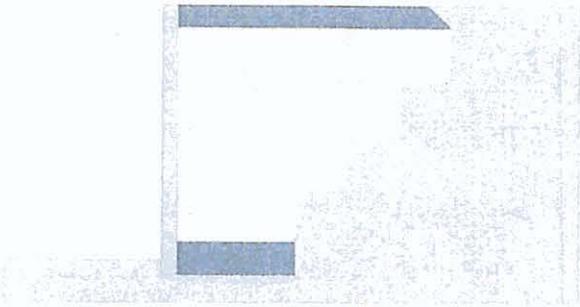
LANDSCAPING OR "LIVING ROOFS"



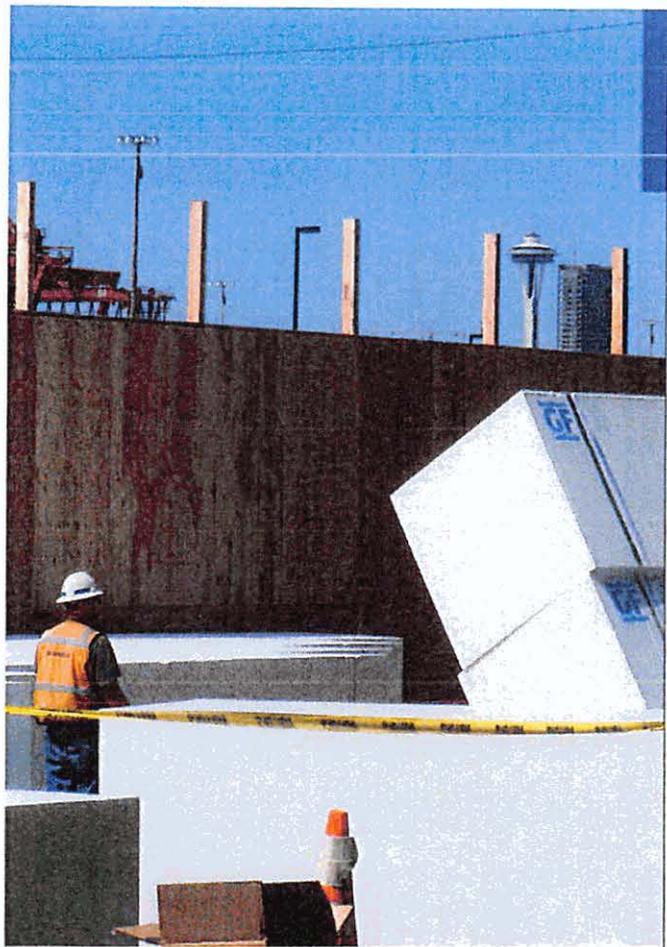
EPS Geofoam can be used to create topography without adding significant load to the underlying structures and services. Things like roof gardens are extremely popular today and the underlying material to create a living roof like this is often an EPS Geofoam product below soil. Things like Golf courses, ramp structures, and even parks are created using EPS Geofoam as a lightweight fill material to achieve the desired elevations and shapes of the land. In addition to flexibility, EPS Geofoam provides additional insulation to any roofing structure it is used on as well.

GEOFOAM APPLICATIONS

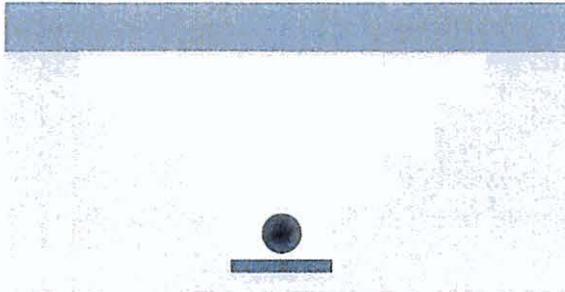
RETAINING WALLS



Using a EPS Geofoam product in a retaining structure will provide less lateral pressure and prevent any settlement. It is also good for improving waterproofing as the EPS Geofoam is a closed cell material and will not rot, leach into the ground, or decompose over time. The light weight aspects of the material reduce lateral force on a retaining wall or abutment. Most teams will install a draining system below the geofoam to prevent any hydrostatic pressure or buoyancy.



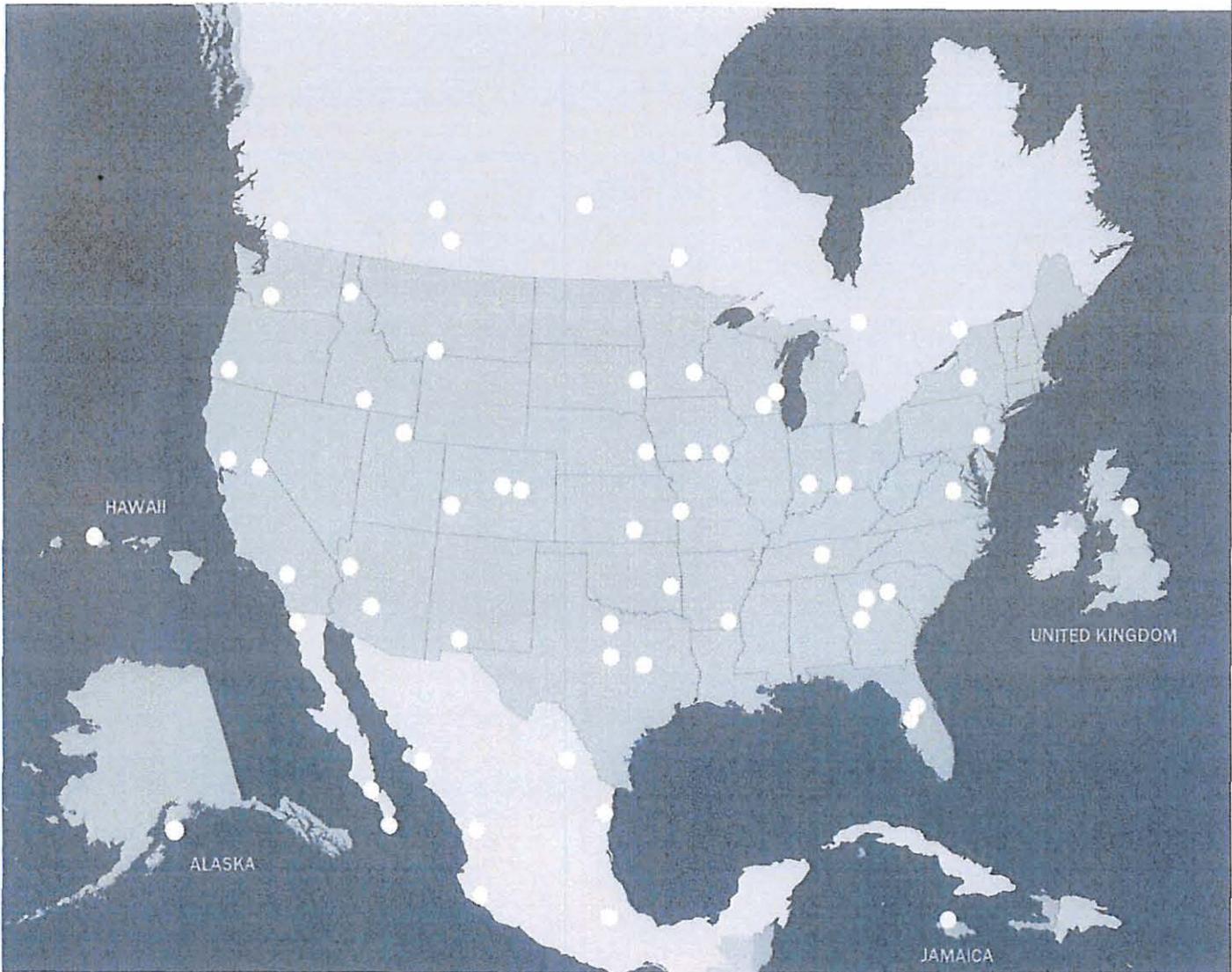
WEIGHT REDUCTION FOR UTILITIES



A great use for EPS Geofoam is the covering and protecting of underground utilities. The EPS distributes weight evenly around the piping or utility lines and reduces the amount of pressure and force on the ground. It reduces the vertical stress on pipes and other sensitive utilities. This reduction in weight on top of the utility lines will prevent potential issues like collapses.



MANUFACTURING PARTNERS



EPS GEOFOAM MANUFACTURING LOCATIONS

United States

- Arlington, TX
- Aurora, CO
- Belgrade, MT
- Brooklyn Park, MN
- Byron Center, MI
- Carlisle, PA
- Chino, CA
- Cicero, NY
- Columbus, OH
- Conyers, GA
- Denver, CO
- Des Moines, IA

- Dixon, CA
- Fredericksburg, VA
- Gainesville, GA
- Grandville, MI
- Hillsboro, TX
- Houston, TX
- Jacksonville, FL
- Kansas City, KS
- Kapolei, HI
- Kingman, AZ
- Lakeland, FL
- Lakeville, MN
- Lebanon, OH

- Manassas, VA
- Mead, NE
- Monticello, AR
- Mt. Pleasant, SC
- Murry, UT
- Little Rock, AK
- Orlando, FL
- Pensacola, FL
- Perryville, MO
- Phoenix, AZ
- Plymouth, WI
- Prior Lake, MN
- Puyallup, WA

- Rochester, NY
- Rockford, MN
- Roseville, CA
- Sallisaw, OK
- Smithfield, RI
- Smithfield, PA
- Solon Springs, WI
- Tacoma, WA
- Washington, IA
- Watertown, SD
- Whiteland, IN
- Wilsonville, OR
- Winchester, VA

Canada

- Acheson, AB
- Midland, ON
- Saint-Laurent, QC

Carribbean/Mexico

- Kingston, Jamaica
- Colonia, Mexico
- Culiacan, Mexico
- Tijuana, Mexico

United Kingdom

- Northhampton, AR

ENVIRONMENTALLY RESPONSIBLE

Today the question is HOW should architects and builders best apply “sustainable design principals” into the design and construction process. Until recently, compacted dirt fill; structural steel; precast concrete and others have been the only forms of high strength fill material.

Today there is a relatively new and innovative approach to construction. It is more efficient and economical than the traditional methods, and it is an environmentally responsible, “Green” solution that uses recyclable material as the “building blocks” for modern day infrastructure.

Architects, have taken on the challenge of determining how to build and furnish building’s interiors with materials that are:

- 100% Recyclable
- Manufactured using post-consumer & post-industrial materials
- ENERGY STAR qualified
- Contributes toward LEEDS credit requirements
- Free of dyes, formaldehyde and HCFCs

This section addresses one aspect of modern day LEED related or environmentally responsible construction. EPS Geofoam is one of the most environmentally responsible materials to use for construction. EPS Geofoam blocks can be precut to field fit at the jobsite by the local contractor with little to no field modifications required. EPS Geofoam meets and exceeds many of the criteria necessary for LEED certification. It is typical to stack the blocks like “Legos” and adhered together using a non-solvent based adhesive. Geofoam International has established relationships with EPS manufacturers all over the country and typically blocks are manufactured within a 500 mile radius of the project location, allowing the GC to source their material locally and therefore, obtain LEED credits.

Geofoam International is one of the leading companies in the design industry that has taken a fresh approach to protecting the build environment and employing sustainable building practices. Over the past few years, the design and construction professions have turned their focus to the “Greening of America.”

The U.S. Green Building Council has developed a nationally accepted system to rate the design, construction and operations of buildings. The USGBC’s leadership in Energy and Environmental Design (LEED) is a standard that recognizes the life-cycle cost of construction and helps guide the performance of projects. The LEED rating system allows owners to acquire credits by meeting certain conditions pertaining to the use of sustainable, energy efficient and environmentally friendly products and systems.

The use of EPS Geofoam in design and construction addresses each of these criteria and provides a product that is both environmentally responsible and a cost efficient fill material solution.

- EPS manufacturing uses minimal energy and creates nominal pollution. Steam is the primary component in the manufacturing process and the water from this process is collected and reused numerous times.
- With manufacturing facilities throughout North America, EPS is manufactured in close proximity to most building projects minimizing the distribution radius.
- Because EPS is very lightweight, transportation costs are minimized and less fuel is used.



Energy Efficient

- According to the U.S. Green Building Council, using EPS in building construction helps reduce energy consumption.
- EPS Geofoam EPS blocks can be placed directly on compacted fill, thus eliminating the need for a concrete slab. Because of the characteristics of EPS, it minimizes thermal transfer, inhibits mold growth, and is resistant to insects.

Green House Gas Reduction

EPS, unlike Extruded Polystyrene (XPS), has never utilized any greenhouse gases in the manufacturing process and the manufacturing process itself does not result in emissions of greenhouse gases.

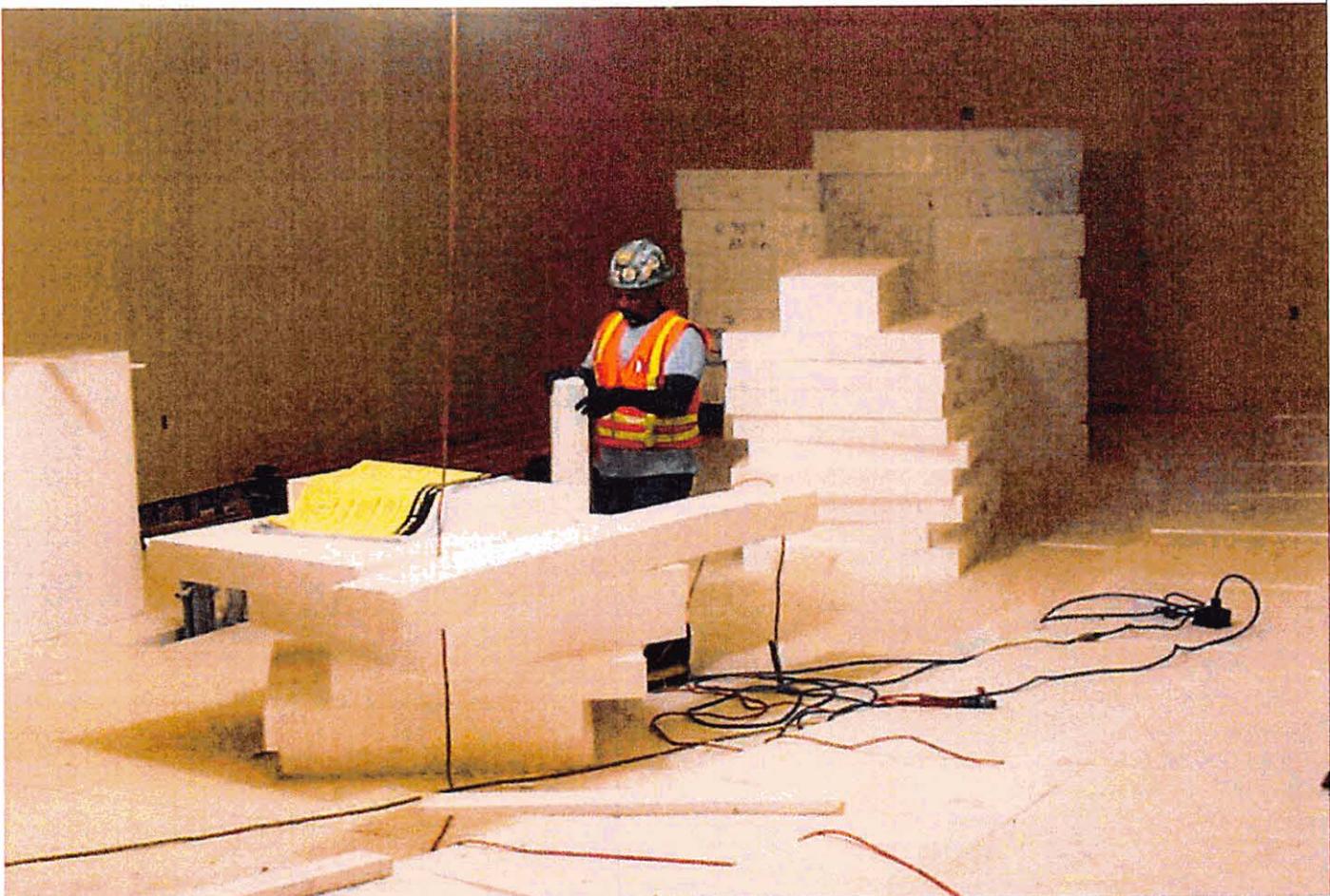
In addition to the energy and environmental benefits inherent in the use of EPS, there are a large number of efficiencies that can be realized using the EPS Geofoam.

The EPS Geofoam approach will typically save weeks off the installation schedule and reduce overall costs by as much as 20-25% compared to traditional methods of construction.

The incorporation of a EPS Geofoam System is not only more cost efficient, but also an environmentally responsible, sustainable, "green" approach.

Made with Recycled Material

- EPS Geofoam building products can be made with recycled material content. In 2004 more than 57 million pounds of EPS was recycled.
- EPS Geofoam can be made with approximately 10% recycled content.
- EPS Geofoam fill material can easily be removed and recycled.
- EPS Geofoam does not contain harmful formaldehydes, CFC's or HCFC's. The American Lung Association's Health House guideline acknowledges that EPS is a safe material for insulation and structural support in construction.
- EPS Geofoam has a high degree of resistance to moisture absorption controlling humidity and air infiltration thus reducing the development of mold.





#2

P.O. Box 10386, Birmingham, AL 35202-0386
Phone (205) 325-8787 Fax (205) 325-8788

*Central Alabama's Specialized Transit
A Project of the Birmingham Regional Paratransit Consortium*

November 20, 2019

Mayor Stewart Welch III
City of Mountain Brook
P.O. Box 130009
Mountain Brook, AL 35213

Re: ClasTran 2020 Local Match

Dear Mayor Welch III,

On behalf of our customers, Board of Directors and employees at Clastran, we wish to thank you for your past support. The people we serve as well as their families and care takers depend on the quality transportation that Clastran provides.

During 2019-20 Clastran will be managing FTA grants to continue the service for elderly, disabled and rural citizens of Jefferson County. These grants require matching funds. Transportation is provided to dialysis treatments, adult daycare facilities and other essential destinations such as to access health care, food and other basic needs necessary to maintain quality of life.

ClasTran completed **164,632** trips from October 2018 to September 2019.

We are requesting level funding of \$1,208 in local matching funds. We would use this with other matching funds from Jefferson County to provide service using ClasTran buses to your city and the surrounding area.

Your city's contribution could be spread over as many as 12 monthly payments. We hope that you and the City Council will favorably consider this request. Our elderly and disabled citizens rely on this service every day.

If you have any questions, please feel free to call me at 205-325-8787 or e-mail me at sspencer@clastran.com.

Sincerely,

Shari Spencer
Interim Executive Director

Sam Gaston

From: Steve Boone <boones@mtnbrook.org> on behalf of Steve Boone
Sent: Thursday, January 09, 2020 2:41 PM
To: Sam Gaston
Cc: Donna Nix
Subject: Re: Clas Tran

2019 \$1,209
2018 \$ 672
2017 \$ 200
2016 \$ 200
Nothing prior

On Thu, Jan 9, 2020 at 2:34 PM Sam Gaston <gastons@mtnbrook.org> wrote:

Can you tell me how much we have funded them in the past few years?

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

--

Steven Boone
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www.mtnbrook.org

<http://mtnbrookcity.blogspot.com/>

Twitter®: @mountain_brook



CITY OF MOUNTAIN BROOK
DEPARTMENT OF PLANNING,
BUILDING & SUSTAINABILITY
56 Church St
Mountain Brook, AL 35213


Shannon Lane

SCALE	1 inch = 100 feet
DATE	10/2020 2:23 PM
PROJECT	CHANGE/CITY MANAGER/2020/10/20 Shannon Lane, EOP #94
ISSUED BY	Wade Chinn, GISP

Sam Gaston

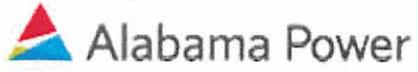
From: Richardson, Robert Edward <ROBERICH@SOUTHERNCO.COM> on behalf of Richardson, Robert Edward
Sent: Thursday, January 02, 2020 3:10 PM
To: Sam Gaston
Cc: Howell, Alison Dyan
Subject: Shannon Lane
Attachments: City of Mountain Brook - Shannon Ln - LED.pdf

Sam,

Attached is an agreement to add a light at the end of Shannon Lane. There is a transformer pole (picture below) that we can hang a light on the back of. Please let me know if you have any questions.

Thanks!

Cell: (205) 438-0612
Desk: (205) 257-0116
Fax: (205) 257 - 3827





Robert Richardson

Municipal Account Manager

Lighting Services

Lighting Services NESC® Lease Agreement (Governmental)



Customer Legal Name City of Mountain Brook DBA Light at end of Shannon Lane
 Service Address SHANNON LANE, BIRMINGHAM AL 35213 County Jefferson
 Mailing Address P.O. Box 130009, Birmingham, AL 35213
 Email Gastons@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 36128-68008
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 pole at end of Shannon Lane

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: Bill Hairston III <hairston@me.com> on behalf of Bill Hairston III
Sent: Thursday, January 02, 2020 6:34 PM
To: gastons@mtnbrook.org
Cc: Lynn Hairston
Subject: Streetlight(s) on Shannon Lane

Mr. Gaston

Lynn and I reside at 3923 Shannon Lane, Mountain Brook, AL, 35213.

Shannon Lane is a dark street and needs street lighting.

We fully support Amy's request and recommend the installation of street lighting on Shannon Lane.

Bill Hairston III
Lynn Hairston
205-919-1008
hairston@me.com

Begin forwarded message:

From: Amy Jackson <ajack319@mac.com>
Date: January 2, 2020 at 7:53:33 AM CST
To: Nancy and Max Austin <nancymaustin@icloud.com>, Johnie Gieger <giegerj@bellsouth.net>, Ivey Durham <ivey.durham@gmail.com>, Luke Durham <durham.luke@gmail.com>, Lynn Hairston <lynn.hairston@gmail.com>, jessicaricepr@gmail.com, McKee <bkmckee@uab.edu>, kguin@guinservice.com, Steve Jackson <steve@jacksonandtucker.com>
Subject: Streetlight(s)

Happy new year, neighbors!

If you haven't already seen our police department's weekly community update, it's below. As you already knew and can now read about, Jessica and Michael Nissenbaum were robbed. Thank God nobody was hurt, but it's still very disturbing.

We would like to petition the city to add street light(s) to Shannon Lane, especially at the dead end where it is creepy dark. Sam Gaston, our city manager, has already been by to see what can be done. He's reaching out to Alabama Power to see if poles already in place on Montclair can be used for this purpose. We ask the city, it goes to city council who can approve this, and we can have lights in a relatively short period. The best way to go about this and prevent future hiccups is for all of us to be on the same page.

If each house would be willing to sign off on a request for light(s), that will expedite matters. Please consider handwriting or typing the following, printing

and signing your name(s), and adding your address and the date. I am happy to collect these and get them to Sam or, if you prefer, you could email them directly to Sam at

By signing below, I agree and recommend the City of Mountain Brook install street light(s) on Shannon Lane.

Jan. 3, 2020

Mr. Sam Saxon
City Manager, Mt. Brook

Re: Pending street lighting for Shannon Ln.

Dear Mr. Saxon,

I completely support the request for a street light for the very dark end of Shannon Lane, especially considering the dead end of shrubbery which has an often used path to Montclair Rd. New lighting would increase security for our homes and neighborhood.

Thank you for your consideration and help.

Julvia Heizer
3910 Shannon Ln.
Mt. Brook 35213

giegerj@bellsouth.net

January 7, 2020

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

Re: Street lighting on Shannon Lane

Dear Mr. Gaston,

I agree with my neighbors and recommend that the City of Mountain Brook install street light(s) on Shannon Lane.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen W. Guin".

Kathleen W. Guin
3916 Shannon Lane
Mountain Brook, AL 35213

FROM THE DESK OF

J. MAX AUSTIN, JR., M.D.

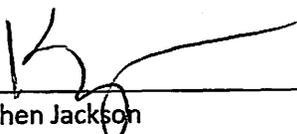
Jan. 2, 2020

We agree and
recommend the city
of Mountain Brook
install street lights
on Shannon Lane,

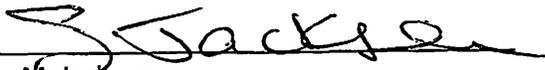
Nancy M. Austin,
Nancy M. Austin
J. Max Austin, Jr., MD


3912 Shannon Lane
205-936-2365

By signing below, I agree and recommend the City of Mountain Brook install street light(s) on Shannon Lane.



K. Stephen Jackson
3909 Shannon Lane

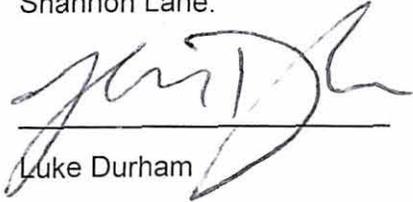


Amy M. Jackson
3909 Shannon Lane

Luke & Ivey Durham
3913 Shannon Lane
Mountain Brook, AL 35213

January 2, 2020

By signing below, I agree and recommend the City of Mountain Brook install street light(s) on Shannon Lane.



Luke Durham

Ivey Durham

To Whom It May Concern:

By signing below, I agree and recommend the City of Mountain Brook install street light(s) on Shannon Lane.

Sincerely,

James Nissenbaum
Michael S. Nissenbaum
3905 Shannon Lane

Sam Gaston

#4

From: Shanda Williams <williamssh@mtnbrook.org> on behalf of Shanda Williams
Sent: Thursday, January 02, 2020 10:32 AM
To: Sam Gaston; Steve Boone
Subject: Fwd: Mtn. Brook Bridge Invoice 12.30.19.pdf
Attachments: Mtn. Brook Bridge Invoice 12.30.19.pdf; 2019-102 Watkins Trace Bridge Signed Contract TCC.pdf

This is the invoice for the Prater bridge that is being donated.

I believe Mr. Prater donated stocks to cover this, which may have come a little short of the total we were expecting.

The contract we have with TCC is for \$39,889, with the council approving no more than \$40,000 with donations. It is attached.

This invoice, plus the landscaping that still needs to be done will come to \$42,015.

The difference is \$2,126 which is described as a design change made by Nimrod.

In our last meeting about Jemison Park, Nim brought up that this project may cost more than expected and Virginia told Nim to not ask Mr. Prater for any more money.

I don't know if the additional funds were for this design change or he's expecting more landscape work, which would put us over \$42,000.

Is it OK for us to cover the additional cost? Do I need to take this back to the council?

I have the completed contract, but I can't find the PO, so I missed entering it as we were supposed to at the time it was signed.

Steve, do you want to create a new budget line for this project or should we handle it under memorials?

Any other advice on how to handle this?

----- Forwarded message -----

From: Office Manager <officemanager@tcccontractors.com>

Date: Thu, Jan 2, 2020 at 8:42 AM

Subject: Mtn. Brook Bridge Invoice 12.30.19.pdf

To: williamssh@mtnbrook.org <williamssh@mtnbrook.org>

Cc: nimrod@nimrodlong.com <nimrod@nimrodlong.com>, Kathleen McCullough <kathleen@tcccontractors.com>

TCC, Inc.

Invoice Due: 01/15/2020
3579

Amount Due: **\$36,015.00**

Dear Shanda Williams :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

TCC, Inc.
256-234-9421

--

Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223
T-205-802-3879
F-205-967-6522
www.mtnbrook.org

HOLIDAY SCHEDULE

Our offices will be closed:

Wednesday, January 1 for New Year's Day

Monday, January 20 for Martin Luther King Jr Day



6378 Highway 63 South
Alexander City, AL 35010

Invoice

Invoice Date:	Invoice #:
12/31/2019	3579

Bill To:
Shanda Williams Parks & Recreation Superintendent City of Mountain Brook 3698 Bethune Drive Mountain Brook, AL 35223

Terms	Due Date:
Net 15	1/15/2020

Description	Amount
Total work completed to date	36,015.00

REMIT PAYMENT TO:
TCC, INC
6378 HIGHWAY 63
SOUTH
ALEXANDER CITY, AL
35010

A finance charge of 2.5% per month will be charged on invoices that are 15 days past due.

Total	\$36,015.00
Payments/Credits	\$0.00
Balance Due	\$36,015.00

Phone #	Fax:
256.392.4115	256.392.4116



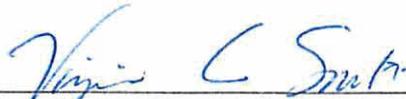
Mtn. Brook Bridge Invoice 12.30.19

Item	Quantity	Unit	Price	Estimate Total	% Complete	\$ Complete
Sitework						
Bridge 22' Steel	1	LS	\$22,146.00	\$ 22,146.00	100%	\$ 22,146.00
Footing/Bulkheads	1	LS	\$ 4,000.00	\$ 4,000.00	100%	\$ 4,000.00
IPE Decking Material	1	LS	\$ 2,363.00	\$ 2,363.00	100%	\$ 2,363.00
IPE Decking Labor	1	LS	\$ 960.00	\$ 960.00	100%	\$ 960.00
Landscape Service Allowance (No Markup)	1	LS	\$ 6,000.00	\$ 6,000.00	0%	\$ -
Changes						
Bridge Handrail Change (7.2.19 Email with Nim Plus Fee)	1	LS	\$ 2,126.00	\$ 2,126.00	100%	\$ 2,126.00
						\$ -
Sub Total				\$ 37,595.00		\$ 31,595.00
Overhead/Profit				\$ 4,420.00		\$ 4,420.00
Total				\$ 42,015.00		\$ 36,015.00

RESOLUTION NO. 2019-102

BE IT RESOLVED by the City Council of the City of Mountain Brook that the City Council hereby authorizes, subject to and after the City's receipt of a \$40,000 donation from Mr. Harlan Prater IV, the execution of a contractor agreement between the City and TCC, Inc., in the form as attached hereto as Exhibit A, with respect to the construction of a pedestrian bridge on Watkins Trace Trail in Jemison Park.

ADOPTED: This 22nd day of July, 2019.



Council President

APPROVED: This 22nd day of July, 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 a resolution adopted by the City Council of the City of Mountain Brook at its regular meeting held on July 22, 2019, as same appears in the minutes of record of said meeting.



City Clerk

Bridge Donation on Watkins Trace Trail

Mr. Harlan Prater IV had approached us about donating a bench in honor of his ailing wife's caregivers on Watkins Trail. They would walk with her along the trail when she was able to get out of the house. Sadly, she is no longer able to walk the trail as she once loved to do. I met with Mr. Prater and Nimrod Long at the trail to discuss what options were available since we were out of obvious locations for benches.

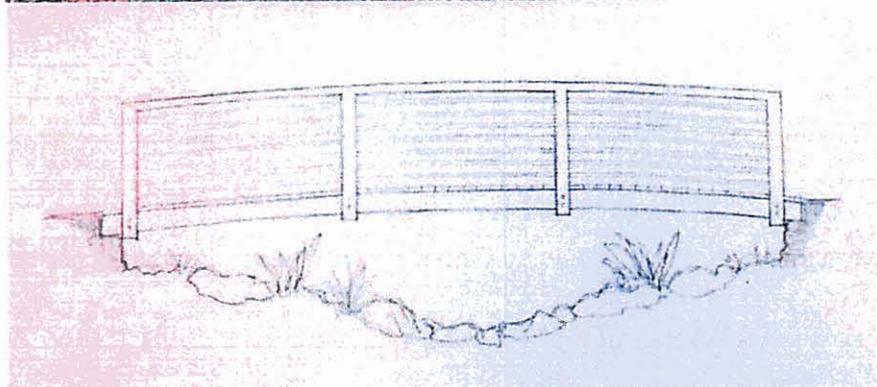
I suggested replacing the flat bridge that sits over a ditch at the beginning of the trail off of Watkins Road because we have had to make repairs on it and it is a little narrower than the trail. We all agreed that a new bridge is needed and Nimrod made suggestions on how to make it better. Mr. Prater requested that the bridge be made to last much longer than a regular wooden bridge.

Nimrod has been handling the design of the bridge and landscaping to go with it. It is proposed to be a slightly arched bridge with cortin steel joists and rails. The decking will be made out of Ipe Wood, which is the longest lasting natural wood made and is used on the picnic tables located at the middle of Jemison Park. The look will be consistent with the other steel bridges, but scaled down to approximately 22 feet. Below is a sketch of the bridge that will be made by Marbury McCullough (TCC).

Along with the bridge, Nimrod suggested adding decorative rocks under it and dressing up the whole area. There is also discussion of placing the bridge to the left of the bridge as it is pictured below. This will move the trail away from the house that is in the background of the picture.

Mr. Prater, his daughter Florence, and Nimrod Long will be present at our meeting to discuss the plans.

This is the existing bridge and a sketch of the new bridge.



Bridge on Watkins Trace Trail

July 2019

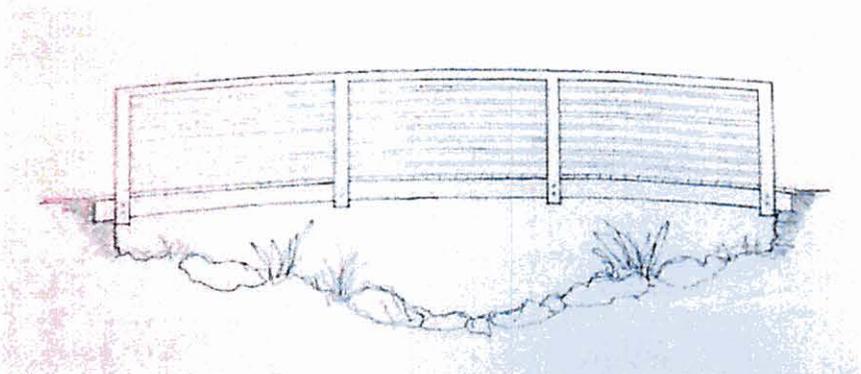
The City of Mountain Brook would like to replace a small wooden bridge with a sturdier steel bridge. The bridge is located in Jemison Park on Watkins Trace Trail, about 150 feet from Watkins Road.

The new bridge will be slightly arched and made with cortin steel joists and rails. The decking will be made out of Ipe Wood, which is the longest lasting natural wood made and is used on the picnic tables located at the middle of Jemison Park. The look will be consistent with the other steel bridges in Jemison Park, but scaled down to approximately 22 feet. Below is a sketch of the proposed bridge.

The new bridge will be placed approximately 20 feet to the left side of the wooden bridge as it is pictured below. This will allow the trail to remain open during the construction process. Moving the trail over some will give a better buffer between the trail and the neighbors.

The area around the bridge will be landscaped to include rerouting the trail and improving the aesthetics of the ditch with rocks.

This is the existing bridge and a sketch of the new bridge.



CONTRACTOR AGREEMENT

TCC, Inc (“Contractor”) enters this Contractor Agreement (“Agreement”) with the **City of Mountain Brook, Alabama**, a municipal corporation (“City”), effective as of the date last executed by a party below (the “Effective Date”). Contractor and City may be individually referenced herein as “Party” or collectively as “Parties.”

1. Project. Unless otherwise stated on the attached Exhibit A - Specifications (which is incorporated by reference), Contractor, at its expense, will furnish all the labor, materials, supplies, supervision, and equipment needed to perform the work, services and operations (collectively, the “Work”) on the understated project (the Project”)

Name of Project: Construct and Install 22’ Steel Bridge

Site of Project: Watkins Trace Trail
Intersection of Watkins Road and Cahaba Road
Mountain Brook, AL 35223

2. Scope of Work. See Exhibit A (which includes the City Scope of Work and July 15, 2019 Contractor Proposal, hereinafter the “Contractor Proposal”) that is attached and incorporated herein.

3. Undertaking of Parties. Contractor agrees to perform the Work in accordance with the terms, conditions and specification in this Agreement and on Exhibit A. City agrees to compensate Contractor and perform its other responsibilities set forth in the Contract Documents.

4. Term/Termination. The term of this Agreement shall commence on the Effective Date and thereafter continue in effect for six (6) months (the “Term”). The period in which Contractor will complete the Project is set forth on Exhibit A.

Notwithstanding the provision immediately above or any other language herein, City may terminate this Agreement before the expiration of its Term at the time designated in a written notice to Contractor if each of the following have occurred: (a) Contractor has defaulted on a material obligation to the City hereunder (a “Default”); and (b) following the City’s provision of written notice of Default to Contractor, the Contractor fails to correct or remedy that Default within fifteen (15) days after receipt of that notice. The failure of the Contractor to timely perform the Work shall be considered an event of Default. This remedy is in addition to any other provided in the Agreement or available to City under law or in equity.

Contractor’s obligations herein shall survive the termination or expiration of the Term for these periods: Section 6(f) (Warranty on workmanship and materials) for one year following Project acceptance; other warranties in Section 6 for a period of one year, and Section 7(c) (Indemnification) for a period of two (2) years.

5. Contract Price/Invoice/Certification. Unless otherwise stated in the Special Conditions on Exhibit A or agreed in a writing signed by the parties, City will pay Contractor the lump sum amount of Thirty-nine thousand eight hundred and eighty-nine dollars (\$39,889.00) as compensation for performing the Work (the "Contract Price"). Unless agreed in a writing signed by duly authorized representatives of both parties, the total amount payable to the Contractor for the Work shall not exceed the Contract Price (and agreed sum(s) payable for any Additional Operations contemplated on Exhibit A). In no event will the total amount paid to Contractor for its Work (including the Contract Price or any amount paid for Additional Operations) exceed \$50,000.00.

The City will pay the Contract Price on this Project on the following schedule:

- (a) Fifteen percent (15%) of the Contract Price within five days after execution of Agreement; and
- (b) The balance of the Contract Price after the following certification of completion of Work.

Within ten (10) days following the successful completion of the Project, Contractor will submit to City Project Representative an invoice for the Contract Price (as adjusted by any mutually agreed change orders signed by both parties). With such invoice Contractor shall submit records reasonably supporting its payment. Within five (5) days following receipt of that invoice, City Project Representative will review same, consult with Contractor and make any mutually agreed modifications to it, certify that the invoice is due to be paid, and forward that certified invoice to the City Clerk. The City Clerk will remit to the Contractor the amount certified for payment within twenty (20) days after it receives that certification.

6. Warranties of Contractor. The Contractor warrants each of the following with respect to its Work:

- (a) that it expeditiously will perform its Work in a good and workmanlike manner that is consistent with level of skill and care that would be provided by other contractors performing operations under the same or similar conditions, and in accordance with the Project schedule;
- (b) that it, and all of its employees or any subcontractors (if authorized), will complete the Work in compliance with all codes, laws and regulations that are applicable to the Project;
- (c) that before commencing the Work, at its own expense, the Contractor will obtain all licenses, permits or other governmental authorizations needed to complete the Project, including without limitation, a business license and building permit issued by the City (collectively, "Licensing"). Contractor further agrees to maintain that Licensing throughout the performance of the Project;

- (d) that it has inspected the Site and any other locations at which it will perform the Work, and, based on that inspection and its expertise, that it has determined that each of those locations is reasonably suitable for Contractor to complete the Work;
- (e) that the Contractor shall be responsible to remove and properly dispose of any debris related to its completion of the Project, and that it will leave each location where the Work is performed in reasonably clean condition;
- (f) that the Work will be free of any material defects in workmanship and materials for a period of one (1) year that shall commence on the date of acceptance of the Project; and
- (g) that all actions required to be taken by or on behalf of the Contractor to enter or execute this Agreement, and to perform its obligations and agreements hereunder, have been duly taken, and the person signing below on behalf of Contractor is authorized to execute this Agreement.

7. Insurance/Safety/Indemnification.

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

(i) Comprehensive General Liability: Seven Hundred Fifty Thousand Dollars (\$750,000.00), combined single limit and aggregate for bodily injury and property damage. This Comprehensive General Liability policy shall include coverage for premises/operations, products/completed operations, assumed contractual obligations, independent contractors, and broad form property damage;

(ii) Automobile Liability: Automobile Liability covering owned and rented vehicles operated with policy limits of not less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) combined single limit and aggregate for bodily injury and property damage;

(iii) Workers Compensation/Employer's Liability: Workers' Compensation as required by statute and Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

The Contractor may satisfy its insurance obligations hereunder through a combination of primary, umbrella and excess policies. Before the execution of this Agreement, the Contractor shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate shall name City as an additional insured on

the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies.

The City will not furnish any type, form, coverage or amount of insurance in connection with the Project.

(b). **Safety.** Contractor agrees that it (a) has the sole responsibility to identify any condition or hazard at the Site or other locations on City property that will prevent it from safely performing the Work, and (b) is exclusively responsible for performing the Work in a safe manner that does not put at risk the safety of persons or endanger property. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) its employees and all other persons who may be affected by the Work; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, or under the care, custody or control of the Contractor or any of its representatives; and (iii) other property at the Work Site or adjacent thereto.

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

The City will not indemnify Contractor (or any of its representatives or authorized subcontractors) for any claims that relate to or arise out of the Project.

(d). **Limitation of Liability.** In no event may Contractor recover from the City any special, incidental, consequential or any other indirect damages whatsoever of any description (including, without limitation, damages for lost profits, lost advantage, lost opportunity, loss of savings or revenues or for increased cost of operations) or amount arising from the City's breach of its obligations hereunder.

8. Project Representative. Each Party shall appoint and indicate on Exhibit A its representative who shall coordinate with the other Party on all matters related to the performance of the Work and the administration of this Agreement (the "Project Representative"). Any notice required hereunder shall be sufficiently given when sent to the appropriate Project Representative via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

9. Miscellaneous Provisions.

a. This Agreement which is comprised of this instrument, the City Scope of Work and the July 15, 2019 Contractor Proposal (collectively, the "Contract Documents") sets forth the entire understanding between the Parties concerning the matters herein, and all oral representations, prior negotiations, understandings, agreements, conditions, and terms discussed between them prior to acceptance and signing of this Agreement are deemed to have merged herein. In the event of any conflict or inconsistency between provisions in the various Contract Documents, the provision(s) in the document in the order below shall control and take precedence: (1) this Agreement; (2) the City Scope of Work; and (3) the Contractor Proposal.

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

c. Any forbearance or delay on the part of City in enforcing any of its 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. Contractor may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of City, which consent may be withheld for any reason.

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

h. Immigration Law Compliance. Contractor represents and warrants to the City that: (i) it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"); (ii) it will enroll in the E-Verify program prior to performing any work on the Project in Alabama and shall provide documentation establishing that it is enrolled in the E-Verify program. During the performance of this Agreement, the Contractor shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations; (iii) it will comply with all applicable provisions of the Act with respect to subcontractors, if any, that it engages on the Project by entering into an agreement with or by obtaining an affidavit from such subcontractors

providing work on the Project in Alabama that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Contractor further represents and warrants that it shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which it knows is not in compliance with the Act; and (iv) by signing this Agreement, it affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if Contractor is found to be in violation of this provision, it shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

i. Amendment. Neither this Agreement nor any of the provisions herein (including, without limitation, those concerning the Scope, Project Schedule and Contract Price) may be amended or modified except in accordance with the terms of a written instrument (or change order) signed by both Parties.

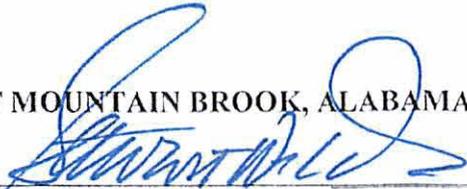
j. Delayed Performance/Force Majeure Events. Neither Party shall be liable to the other for any failure to perform its respective obligations (including payment obligations) under this Agreement during any period in which its performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure Event"). However, the delayed Party must promptly provide the other with written notice of the Force Majeure Event, the delayed Party's time for performance will be excused only for the duration of that Event, and, if that Event lasts longer than 30 days, then the other Party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed Party.

k. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama.

(Signature Page Follows)

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Its: Mayor

Date: 7/22/2019

TCC, INC, CONTRACTOR

By: _____

Its: _____

Date: _____

EXHIBIT A – SPECIFICATIONS

1. Scope of Work.

See attached City Scope of Work and July 15, 2019 Contractor Proposal.

If Contractor desires or is required to perform services on the Project that fall outside the Scope (“Additional Operations”), the Contractor shall advise the City Project Representative of the need for Additional Operations before undertaking those services, the parties shall reach agreement on the expense of any Additional Operations and the City Project Representative shall approve any such Additional Operations before the Contractor performs same. No compensation for Additional Operations will be paid unless those Operations are approved in advance.

2. **Project Schedule.** Weather permitting, Contractor expects to complete the Work within an approximate 3 month period after execution of the Agreement and the City provides it a Notice to Proceed.

3. Project Representatives.

City Project Representative:
Shanda Williams
3698 Bethune Drive
Birmingham, AL 35223
Email: williamssh@mtnbrook.org
Day Tel #: 205-802-3879

Contractor Project Representative:
Marbury McCullough
6378 Highway 63 South
Alexander City, AL 35010
Email: marbury@tcccontractors.com
Day Tel #: (256) 392-4115

4. Special Conditions.

TCC, Inc.

6378 Highway 63 South
 Alexander City, AL 35010

Estimate

Date	Estimate #
7/15/2019	142

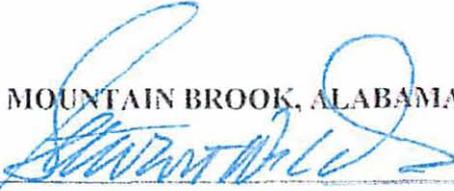
Name / Address
Estimates

			Project
Description	Qty	Cost	Total
22' Steel Bridge - Original Quote	1	22,146.00	22,146.00
Footings/Bulkheads (Assume 2' Long x 8' Wide x 2' Deep with 6ea Runs #5 Rebar Longitudinally)	1	4,000.00	4,000.00
Ipe Decking Material (If by TCC) L/M (5/4" x 6" Face Screwed)	1	2,363.00	2,363.00
Ipe Labor (If by TCC)	1	960.00	960.00
Overhead/Profit	1	4,420.00	4,420.00
Permit by City. No Bond Included		0.00	0.00
Landscaper Services Portion (No Markup but Landscape Services to be Paid when TCC paid)	1	6,000.00	6,000.00
		Total	\$39,889.00

Customer Signature _____

Whereas, the undersigned, duly authorized representatives of the Parties execute this Agreement on behalf of their respective organization on the date(s) shown below.

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Its: Mayor

Date: 7/22/2019

TCC, INC, CONTRACTOR

By: Mandy McCallister

Its: PRESIDENT

Date: 7/22/19

AS



Dana Hazen
 56 Church Street
 Mountain Brook, Alabama 35213
 Telephone: 205/802-3816
 Fax: 205.879.6913
 hazend@mtnbrook.org
 www.mtnbrook.org

DATE: January 13, 2020
 TO: Mayor, City Council & City Manager
 FROM: Dana Hazen, Director of PB&S
 RE: GIS Consortium

As illustrated in my previous correspondence (attached), I wasn't convinced that the city's return on the proposed \$94,000 investment (5% of the County's total consortium start-up costs) was justified; especially given the fact that the city's population represents only 3% of that of the county, and the city's land area equals only 1.1%.

However, the revised proposal of \$60,000 (3.2%) is more equitable; and is more palatable given the breakdown in cost over the new few years:

JC GIS Consortium G-Squared Proposed Contract Funding
2020-2022 GIS Orthophotography & Mapping Services

	G-Squared Contract 2020-2022					
	2020 FY	2021 FY	2022 FY	2023 FY	Total	%
City of Mountain Brook Projected contribution	\$ 12,000.00	\$ 20,000.00	\$20,000.00	\$8,000.00	\$ 60,000.00	3.2%
Partner Commitment						
GIS Consortium Total	\$400,000	\$625,000.00	\$ 625,000.00	\$ 242,500.00	\$1,892,500.00	100.0%

Sam Gaston

From: Mazur, Leonid <mazurl@jccal.org> on behalf of Mazur, Leonid
Sent: Monday, December 02, 2019 3:04 PM
To: 'Dana Hazen'
Cc: Wade Cherry; Sam Gaston; Karra, Srikanth
Subject: RE: GIS consortium

Dana,

We would like to present JC GIS Consortium to City of Mountain Brook Council.

JC GIS Consortium G-Squared contract includes deliveries of planimetric data (buildings, pavement, paved and unpaved roads and other layers in contract) migration from 10 to 50 engineering grade scale. GIS contract will deliver new GIS products which will be available for partners: Planimetric Areas of Change and Streets Centerline. Planimetric Areas of Change will help cities with detection of properties and related taxes changes in city and zoning processing. We plan to provide services for GIS partners which will include all acquired GIS data and imagery. Jefferson County will continue to provide imagery and basemap services for public.

The major benefits of JC GIS Consortium project for city are:

- Regular higher quality and accuracy orthophotography and planimetric data (every year). Previously we contracted projects every 3-5 years.
- Having higher accuracy imagery, buildings and streets data will help JC cities and agencies with:
 - Public Safety and Emergency Response teams (accurate and updated streets and buildings)
 - Engineering projects and field operations
 - Tax Map (parcels) Modernization project - the new 50 scale imagery and data is critical to the update parcels and cities boundaries
- Migration planimetric data to the engineering quality 3" resolution will be essential for future city development commercial and residential projects

JC Consortium cost sharing makes feasible for all agencies to have yearly aerial survey and mapping updates for all JC cities & agencies

As we got more commitments from JC GIS partners and City population, we have updated proposed City of Mountain Brook projected contribution to 3.2%

JC GIS Consortium G- Squared Proposed Contract Funding
2020-2022 GIS Orthophotography & Mapping Services

	G-Squared Contract 2020-2022					
	2020 FY	2021 FY	2022 FY	2023 FY	Total	%
City of Mountain Brook Projected contribution	\$ 12,000.00	\$ 20,000.00	\$20,000.00	\$8,000.00	\$ 60,000.00	3.2%
Partner Commitment						
GIS Consortium Total	\$400,000	\$625,000.00	\$ 625,000.00	\$ 242,500.00	\$1,892,500.00	100.0%

We are looking forward to have Mountain Brook as partner in JC GIS Consortium.

Thanks,

Leonid Mazur, GISP
Enterprise GIS Manager | Information Technology Services | Jefferson County Commission
p 205-325-5702 | m 205-329-8773 | Leonid.Mazur@jccal.org | <http://jeffconline.jccal.org>

From: Dana Hazen <hazend@mtnbrook.org>
Sent: Monday, December 02, 2019 1:44 PM
To: Karra, Srikanth <karras@jccal.org>
Cc: Mazur, Leonid <mazurl@jccal.org>; Wade Cherry <cherryw@mtnbrook.org>; Sam Gaston <gastons@mtnbrook.org>
Subject: Re: GIS consortium

Sri and Leonid,

We are putting together our council agenda for December 9. Would you like us to add you for a brief presentation on the benefits of the consortium? Thanks.

On Thu, Nov 21, 2019 at 12:57 PM Dana Hazen <hazend@mtnbrook.org> wrote:

Sri and Leonid,

At this juncture staff is unconvinced that the city would realize a meaningful return on its \$94,000 investment as a partner in the consortium. Given that the city of Mountain Brook makes up only 1.1% of the land area, and only 3% of the population, of the county it seems like a membership fee of 5% is high. We have polled city departments to see whether the increased detail/scale would assist in the provision of better services or increased administrative functionality, and is not anticipated that any critical decisions are to be based on the additional information to be provided via consortium membership.

However, the decision is the city council's; so to that end I would like to offer you the opportunity to make a brief presentation to the council at its pre-meeting on December 9, 2019. If you would like to come talk to them I will be happy to get you on the agenda and coordinate the time with you. We have the provisions for a powerpoint if you would like to do that.

Let us know by Monday, December 2, if you'd like to be on the pre-council agenda. The meeting takes place just prior to the 7:00 formal meeting, so generally between 5:30 and 7:00 (depending on the agenda length).

Thanks!

--
Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

205/802-3816 phone
205/879-6913 fax
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

--
Dana O. Hazen, MPA, AICP
Director of Planning, Building & Sustainability

205/802-3816 phone
205/879-6913 fax
City of Mountain Brook
56 Church Street
Mountain Brook, AL 35213

Jefferson County GIS consortium

The County is proposing a more detailed scale to aerials (benefits to engineers) and more accurate ground improvements profile (building footprints, paving, etc.), and more frequent flying.

We are not in danger of losing the our current data sharing agreement as a result of non-participation. The agreement is automatically renewed every three years, with either party being able to opt of with a 30-day notice.

Since the price is a flat rate we would not be seeing a good return on our investment. So far the County has not been creative in their pricing solutions and has not made the participation fee based on any tangible equations such as population, square miles or development potential.

The deliverables are not enticing enough to warrant participation.

5% is probably too high for the city of MB's needs. We don't rely on the accuracy of aerials to make important decisions. Wade has consulted with Police, Fire, Parks and Public Works to see whether this level of detail on aerials would greatly enhance the city's functions, and the answer is "no." Having better aerials and building footprint data would be nice, but it is more like "fluff" than a necessity.

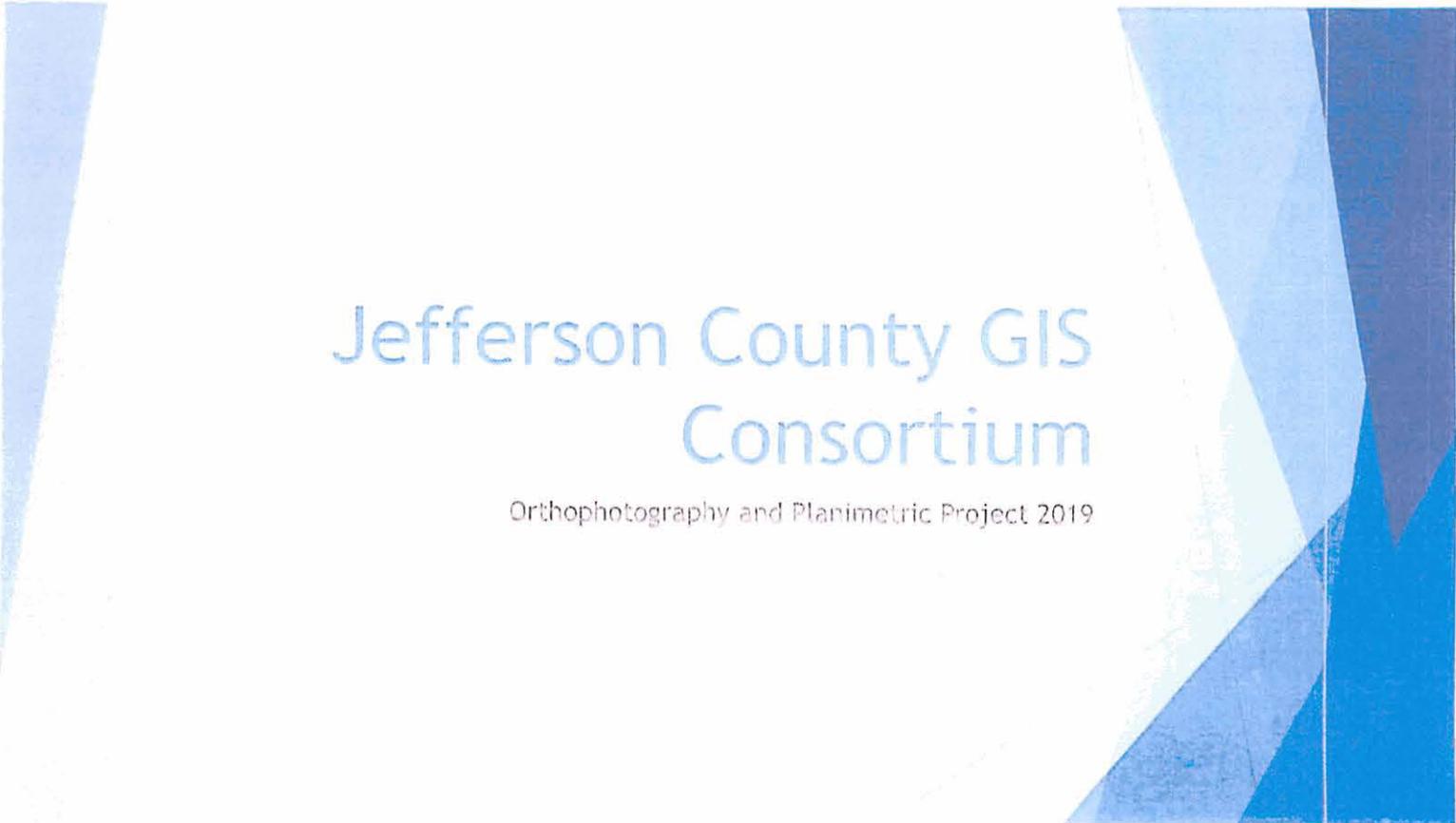
It is possible to try and negotiate for a lower participation fee.

If we participate we will still control our own GIS projects.

Our population is 3% of Jefferson County
Our land area is 1.1% of Jefferson County

City of Mountain Brook
 Projected Contribution
JC GIS Consortium G- Squared Proposed Contract Funding
 2020-2022 GIS Orthophotography & Mapping Services

	G-Squared contract 2020-2022				Total	%
	2020FY	2021 FY	2022 FY	2023 FY		
City of Mountain Brook Projected contribution	\$ 19,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 94,000.00	5%
Partner Commitment						
GIS Consortium Total	\$400,000	\$625,000.00	\$ 625,000.00	\$ 247,000.00	\$1,892,000.00	100%



Jefferson County GIS Consortium

Orthophotography and Planimetric Project 2019

Jefferson County GIS Consortium

Agenda

- ▶ Welcome GIS Consortium partners - Jefferson County Manager Tony Petelos
- ▶ Introduction to GIS Consortium Project- JCC CIO Sri Karra.
 - ▶ Benefits of JC GIS Cooperation
 - ▶ Consortium Goals
- ▶ GIS Project Benefits
- ▶ Proposed Orthophotography Contract with G-Squared
 - ▶ Project scope and plan
- ▶ G-Squared: Project details and Benefits of data migration to 50 scale
- ▶ Contract info and proposed Project Funding
- ▶ Project Timeline. What is next?
- ▶ Questions and discussions

County Agencies Working Together!

Jefferson County GIS Consortium

Consortium Goals

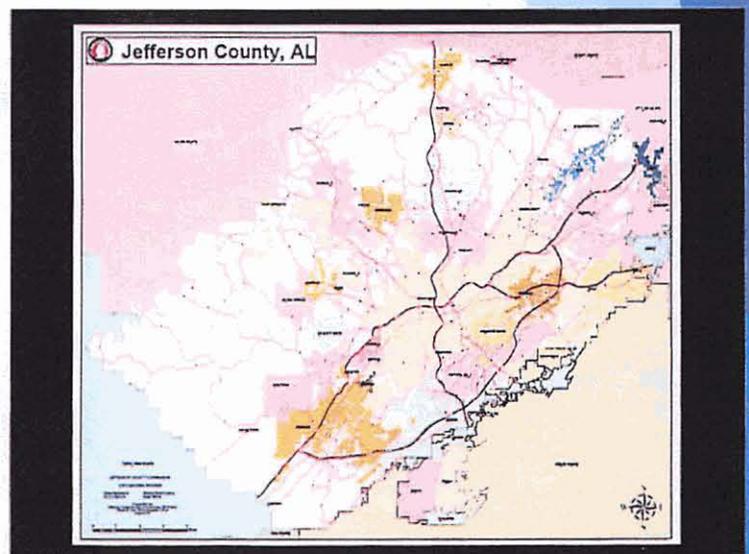
- ▶ To provide more accurate and detailed mapping data and orthophotography for all GIS partners on regular basis
- ▶ To support and improve services for JC citizens with more accurate and timely data: transportation, addressing, construction permitting and other
- ▶ GIS Consortium would like to have all Jefferson County and regional agencies, which could benefit from GIS data sharing, to join GIS Consortium. As more agencies will join Consortium it will reduce cost for each partnering organization.

County Agencies Working Together!

Jefferson County GIS Consortium

Consortium Partners

- ▶ Jefferson County Commission (JCC)
- ▶ Jefferson County 911
- ▶ Birmingham 911
- ▶ City of Birmingham
- ▶ Jefferson County Health Department (JCHD)
- ▶ Regional Planning Commission of Greater Birmingham (RPC)



County Agencies Working Together:

Jefferson County GIS Consortium

JCC: Internal Partners

- ▶ Jefferson County Board of Equalization (BOE)
- ▶ Jefferson County Environmental Services (ESD)
- ▶ Jefferson County Roads and Transportation (R&T)
- ▶ Jefferson County Tax Assessor Birmingham
- ▶ Jefferson County Development Services
- ▶ Jefferson County Tax Assessor Bessemer
- ▶ Jefferson County Information Technology Services (ITS)

County Agencies Working Together!

Jefferson County GIS Consortium

Proposed - New GIS Consortium Partners

- ▶ City of Vestavia Hills
- ▶ Birmingham Water Works
- ▶ City of Hoover
- ▶ City of Homewood
- ▶ City of Trussville
- ▶ City of Mountain Brook
- ▶ Birmingham Airport Authority
- ▶ Jefferson County Sheriff

County Agencies Working Together!



Jefferson County GIS Consortium

Project Benefits

Cooperation with new members (Jefferson County 911 and Birmingham 911) allowed Consortium to plan yearly Orthophotography, Planimetric updates, and data migration of existing planimetric features from 100 scale to 50 scale, keeping the proposed cost of the project at an optimum value for all partners. GIS Consortium partners will benefit from data sharing with the new members, as they previously invested into county-wide Address points, Streets Centerline and Building Footprints planimetric data (provided by G-Squared)

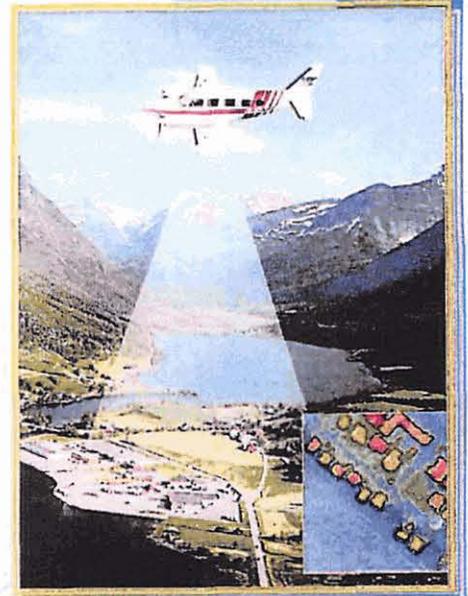
County Agencies Working Together!



Jefferson County GIS Consortium

Accuracy Is Very Important

- ▶ The more accurate, the more uses GIS can have
- ▶ Accurate information is easier to build on
- ▶ More reliable analysis / results
- ▶ Fewer problems later
- ▶ More accurate data eliminates or greatly reduces data duplication
- ▶ Trade-off: Greater accuracy demands greater investment



County Agencies Working Together!

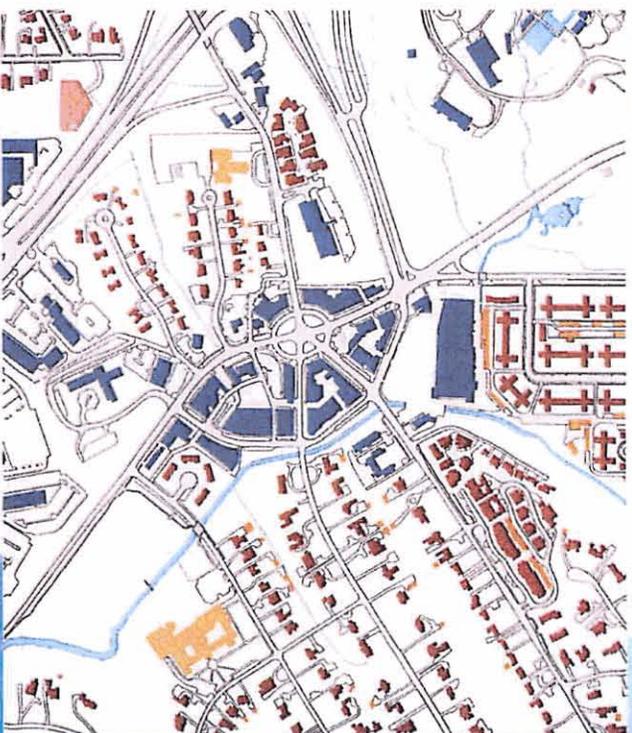
Jefferson County GIS Consortium

Deliverables

- ▶ Monthly progress report and relevant data support files for archive
- ▶ Color orthophotography with 3" resolution at 1" = 50' scale in Mr. Sid and geo-tiff format
- ▶ Planimetric Map features listed in Contract Attachment B in Microstation and ESRI Geodatabase format
- ▶ Change Detection parcel layer with Excel Spreadsheet of parcel numbers
- ▶ Updated Terrain model data for the areas of change in ESRI shapefile format

Planimetric Data

- ▶ Planimetric data is a record of the horizontal position of features on the surface of the earth
- ▶ Features typically represented would be roads, buildings and water bodies
- ▶ Planimetric maps can represent cultural as well as natural earth features



County Agencies Working Together!

Jefferson County GIS Consortium

PLANIMETRIC FEATURES - Transportation Network

- ▶ Paved Roads (Edge of Pavement)
- ▶ Road Centerlines
- ▶ Unpaved Roads
- ▶ Paved Alleys
- ▶ Unpaved Alleys
- ▶ Paved and Unpaved Driveways
- ▶ Paved Parking
- ▶ Sidewalks
- ▶ Roadway tunnel
- ▶ Bridges

Jefferson County GIS Consortium

PLANIMETRIC FEATURES 2

- ▶ **Buildings** and Other Structures Coverage
- ▶ Fence Lines
- ▶ Airport runways
- ▶ Railroads
- ▶ Guardrails
- ▶ Swimming pools
- ▶ Areas Under Construction/Disturbed Areas
- ▶ Tracks - Athletic. Courts - Athletic Racetracks
- ▶ Billboards