

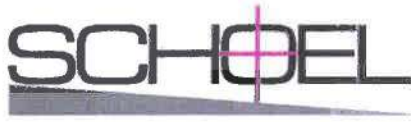
**PRE-MEETING AGENDA
MOUNTAIN BROOK CITY COUNCIL**

**CITY HALL COUNCIL CHAMBER (A108)
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213**

DECEMBER 12, 2022, 5:45 P.M.

As a matter of convenience, members of the public are invited to listen, observe and participate in public meetings by Internet video conference. Presenters and others interested in a particular matter for discussion are encouraged to attend the meeting in-person. The City is not responsible for technical issues that may occur that interfere with the virtual meeting. The City Council, at its sole discretion, may proceed with its in-person business meeting regardless of whether virtual attendees can hear and/or observe the proceedings. The City intends to make the meeting available by way of the Zoom app (re: Meeting ID 801-559-1126, password 12122022)

1. Drainage Projects status report-Walter Schoel of Schoel Engineering (See attached information.)
2. Montclair Road sidewalk design funding options-Nathan Currie of Sain Associates (See attached information. This item may be added to the formal agenda.)
3. Parks/Recreation Board appointment-Shanda Williams (See attached information. This item may be added to the formal agenda.)
4. Conditional Use approval for Family Expeditions, LLC and Anglers Worldwide, LLC located at 129 Oak Street-Dan Hazen (See attached information. This item may be added to the formal agenda.)
5. Proposed revised/updated tree protection ordinance-Tyler Slaten (See attached information. This item may be added to the formal agenda.)
6. First Responders Foundation-Vince Schilleci (See attached information.)
7. Right-of-way encroachment agreement/transfer for 142 Spring Street-Steve Boone (See attached information. This item may be added to the formal agenda.)
8. Executive Session



Update on Projects – Flooding/Drainage Issues December 09, 2022 update

1. **900 block of Euclid Avenue** - Plans complete – working on bid docs
2. **Richmar "The Cut"**
Preliminary plan complete – Ready to discuss with City and await directions on how to proceed.
3. **3669 Northcote Under Construction**
4. **Junior High Drainage** – Construction under Contract
5. **Pinecrest Road at Canterbury Methodist**
Design complete. Working on Bid Docs. Want to issue by 12/16.
6. **Cherry Street Drainage**
Design 90% complete – Completing design and developing Bid Docs to issue week of 12/12
7. **Canterbury/Surrey Road Drainage Improvements** – Design 85% complete.
Working on alternate design to possibly address flooding at Surrey
8. **Fairmont Drive/Lorena Lane** – Surveying complete. **Want to issue drawings by 12/16**
9. **Crestline Branch from Cherry Street to Montcrest Drive** – Preliminary scheme and cost estimate has been presented to the City. Awaiting direction.
10. **Ordinance and Regulations.** Basin base map 80%. Drainage basins in City 80% complete. Prioritization of basins almost complete. Proposed new regulations now under consideration.

Sam Gaston

From: Currie, Nathan <NCurrie@sain.com> on behalf of Currie, Nathan
Sent: Thursday, December 08, 2022 12:11 PM
To: 'Sam Gaston'
Cc: Bailey, Alicia; Ronnie Vaughn (vaughnr@mtnbrook.org)
Subject: RE: RE: [External Email] Montclair TAP
Attachments: Montclair Rd TAP sidewalk proposal.pdf; ALDOT Estimate Templates (Revised 1-3-22)_Montclair Rd.pdf

Sam,

Please see attached for our proposal for the Council's consideration on Monday. In case the Council wants to seek reimbursement for a portion of this from ALDOT, I've included our fees in ALDOT's manday format separately, since that's what ALDOT would need to review and approve.

As we've discussed, since the cost of the project excluding our proposal is estimated to exceed the \$1 million grant amount, the City will maximize its use of the grant funds whether you present our PE (prelim engineering) fees for reimbursement or not. But the City has the option of either proceeding with paying Sain without ALDOT's reimbursement or you can seek ALDOT reimbursement for some of the PE costs. ALDOT caps the PE reimbursement amount at \$100,000, so the City would still be responsible for the remaining amount. Also, if the City desires to seek reimbursement, it will delay the start date 2 months or so since we'll need to wait on ALDOT reviews and approvals.

Please let me know if you have questions or need anything else.

Nathan Currie, P.E.

Sain Associates

Direct: 205.263.2129
Mobile: 404.983.7379

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Tuesday, November 22, 2022 2:13 PM
To: Currie, Nathan <NCurrie@sain.com>
Cc: Bailey, Alicia <abailey@sain.com>
Subject: RE: [External Email] Montclair TAP [Filed 06 Dec 2022 14:18]

We will put this on the December 12th pre-meeting for discussion and hopefully approval. See you then.
Happy Thanksgiving!

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax



From: Currie, Nathan [mailto:NCurrie@sain.com]
Sent: Tuesday, November 22, 2022 10:56 AM
To: 'Sam Gaston'
Cc: Bailey, Alicia
Subject: RE: [External Email] Montclair TAP

Ok, sure. I've attached the preliminary cost estimate that was prepared for the TAP application, which includes a breakdown of City/federal funds. The total estimated cost for design and construction, excluding any potential ROW or utility costs, was \$1.14 million. Since the grant is capped at \$1 million (80/20), the City would be responsible for 100% of the cost beyond that amount as shown on the estimate, whether that be engineering fees or construction costs.

We estimated the engineering fees would be 15% of the overall cost, but we'll go ahead and prepare our proposal now so you know for sure. I'll have that to you next week, but if possible, please let me know today if you have a preference on a geotechnical engineer.

The total cost to the City should be the same in both cases...whether you pay Sain with all City funds now or whether you wait to get grant funds approved to pay Sain. Here are pros and cons for each option:

Option 1: Pay Sain design fees with 100% City funds now; use TAP funds for construction

Pros – Begin survey and design work in December; get to ROW/easement acquisition and construction sooner

Cons – If for some unforeseen reason the scope and cost of the project has to shrink (not build trail on Bham property, etc) you might not use all the TAP grant money

Option 2: Have ALDOT approve design fees now and then use some TAP funds to pay a portion of Sain's design fees; use remaining TAP funds for construction

Pros – Ensures you use all the TAP funds, in the event the project scope changes

Cons – Delay start of project for ALDOT to review survey/design fees and authorize TAP funds for survey/design – probably would take 3 months from now; eats into the 2-year timeline available to use the funds, which could put us in more of a time crunch if the project requires additional time to acquire ROW/easement

Nathan Currie, P.E.

Sain Associates

Direct: 205.263.2129

Mobile: 404.983.7379

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Monday, November 21, 2022 11:48 AM
To: Currie, Nathan <NCurrie@sain.com>
Cc: Bailey, Alicia <abailey@sain.com>
Subject: RE: [External Email] Montclair TAP

Prepare us some costs estimates on route versus waiting on the grant to pay for some of it.

What are the pros and cons of doing it this way, too. I will share with the Mayor/Council and we can decide at the November 28th or December 12th Council meetings.

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 130009
Mountain Brook AL. 35213
(205) 802-3803 Phone
(205) 870-3577 Fax



From: Currie, Nathan [mailto:NCurrie@sain.com]
Sent: Saturday, November 19, 2022 1:16 PM
To: Sam Gaston (gastons@mtnbrook.org)
Cc: Bailey, Alicia
Subject: Montclair TAP

Sam,

Just following up on the Montclair TAP project that we had discussed to give more detail. The project estimate we included in the TAP application exceeded the TAP budget of \$1 million, which would be 80% federal 20% local, so the City would be responsible for 100% of the amount over \$1 million, whether it be engineering or construction costs.

Based on our meeting with ALDOT, it sounds like the process of getting the engineering fees approved for reimbursement with grant money could take around 3 months, and that would have to be completed prior to starting any survey and design. So given the timeline associated with the TAP funds (2 years) and to avoid delaying survey and design until February, I'd recommend the City go ahead and contract with Sain now for the survey and design without any ALDOT participation in those costs. Then the TAP funds would be used on the construction cost of the project, which would exceed \$1 million barring some unforeseen change to the project.

If you're ok with that approach, we should be able to have a proposal to you for the first council meeting in December, and then get started with survey and design once the City approves our contract. What are your thoughts?

Also, in preparing this proposal, we'll need the involvement of a geotechnical engineer, to prepare borings for the potential retaining walls. Do you have a preference on who we team with? I know we've worked with Bhate on a couple of other projects in the City recently.

Thanks,

Nathan Currie, P.E.
Project Manager / Associate
Sain Associates, Inc.

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Direct: 205.263.2129
Mobile: 404.983.7379



CELEBRATING 50 YEARS



SAIN
ASSOCIATES

December 7, 2022

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

Two Perimeter Park South
Suite 500 East
Birmingham, Alabama 35243
Telephone: (205) 940-6420
www.sain.com

SUBJECT: Proposal for Design of Sidewalk Improvements along Montclair Road
Mountain Brook, AL
SA Project #22-0343

Dear Sam:

We appreciate the opportunity to submit this proposal for engineering services. Following is a description of our understanding of your project and the scope of services that we propose to undertake.

General Project Understanding

The following understanding is based on the 2023 Transportation Alternatives Program (TAP) application prepared for the project, as well as our previous experience with ALDOT on their requirements for TAP projects:

- The City of Mountain Brook has received a TAP grant to complete the project, and review of this project will flow through ALDOT, as well as the City.
- The intent of the project is to construct sidewalk improvements along Montclair Road as shown on the attached exhibit, beginning at Country Club Road and extending to Mountain Brook Park Drive. The improvements will generally be along the south side of Montclair Road and will connect to segments of existing sidewalk located along the corridor. The total length of new 5' sidewalk will be approximately 3,500 feet.
- Our experience with TAP grants has involved two separate reviews with ALDOT, along with a final backcheck, rather than their more extensive review process. Therefore, we have scoped this proposal to reflect the two reviews and one final backcheck.
- Based on guidance from Jeff McInerney (Pre-Construction Manager for Local Transportation Bureau) the environmental document required for the project will be prepared by ALDOT. Supporting documents and coordination will be required from the City and Sain as specified in the environmental document task below.
- Retaining walls will be considered and will likely be necessary in two locations to avoid or minimize impacts outside of the right-of-way. ECS Southeast will prepare up to 2 retaining wall geotechnical reports which will be required by ALDOT for construction of the walls.
- The project will include the addition of 2 signalized pedestrian crossings at the intersection of Montclair Road and Memory Lane. Signal design plans are included in this scope of services.
- Potential utility conflicts exist along the corridor. In the design process, Sain will attempt to avoid impacts to these utilities. Sain will coordinate with utility owners, and if utility relocations are necessary, will work with affected owners to include any relocation plans to



be prepared by each owner. Sain's design of utility relocations is not included within this scope but may be provided under a supplemental agreement if requested by the City.

- The intent is to construct the proposed route within the City's right-of-way where feasible. However, additional right-of-way or easement may be necessary to construct the required improvements. Preparation of up to 4 tract sketches and deeds are included in this scope of services. However, given the uncertainty of the amount of right-of-way or easements needed, appraisal and acquisition services have not been included. If additional right-of-way or easements are determined to be necessary, or if the City desires assistance with appraisals and acquisitions, we can provide these services under a supplement agreement. All appraisal and acquisition costs would be ineligible for TAP reimbursement though and would be the City's responsibility.
- This project will require an NPDES permit from ADEM if disturbance exceeds 1 acre. We will coordinate this submittal with the City as the Permittee. ADEM requires the Permittee create an online account, and we will assist you in this process if needed. The permit application fee is not included within this scope and will need to be submitted to ADEM by the City.
- Sain will prepare contract documents for the project and will assist with advertising and bidding the project. ALDOT specifications will be utilized as the technical specifications for the work, and all bids received for the project will need to be reviewed by ALDOT.
- If desired by the City, Sain will be available to perform Construction Engineering and Inspection (CE&I) services during construction. However, these services are not included within this scope and would need to be provided under a supplemental agreement.

Scope of Services

Sain Associates will provide the following scope of services:

I. Topographic Survey

Field locations will be gathered to establish Topographic and Right-of-Way locations along Montclair Road in the City of Mountain Brook, Jefferson County, Alabama. The survey limits are shown in the Survey Exhibit.

A basic control survey will be performed to locate and identify horizontal and vertical control points which will provide control in the project corridor and will be the basis of subsequent work. In addition, benchmarks will be monumented at intervals not to exceed 1000 feet along the project corridor. This control will be based State Plane Coordinate System (Alabama West Zone). Elevations will be based on NAVD88 Datum.

Contours will be shown at 1-foot intervals and spot elevations will be shown in flat areas. Where accessible, visible drainage and sanitary structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, paved areas, and landscaped areas. Please note that in wooded areas tree lines will be shown in place of individual trees. Utility locate request will be made to Alabama 811 to have underground utilities within the project corridor identified and marked. Once or if the underground utilities have been marked, we will



gather field locations in order to show the underground utilities on the survey. Please note that utility locators often refuse to mark underground utilities lying outside the limits of public Right-of-Way. In addition, utility locators often refuse to mark underground utilities for surveys. If after six days the underground utilities have not been marked a note will be shown on the survey listing the 811 ticket locate number and the unmarked area that the ticket covers. A list of utility contacts information as listed in the 811 ticket or as provided by you will be shown on the survey.

To obtain the topographic survey, access to several properties will be necessary. We will prepare and mail notification letters to the following addresses to inform them of the project and request access to their property:

- 1 Gaywood Circle
- 335 Cross Ridge Road
- 3910 Shannon Lane
- 3912 Shannon Lane
- 3916 Shannon Lane
- 3 Memory Lane
- 3929 Montclair Road

If permission to access their property cannot be obtained by this letter or by crews contacting them while performing the work in the field, we will contact the City for assistance. Sain has not budgeted for multiple attempts, coordination, or contacts with property owners.

Property and Right-of-Way research will be performed with the Judge of Probate for Jefferson County. Those documents along with available Right-of-Way monumentation found in the field will be used to establish the existing Rights-of-Way through the survey area.

The above survey will be drawn to ALDOT Cad standards (ALCAD) and provided in Microstation V8I format.

II. Environmental Document

Based on guidance from Jeff McInerney (Pre-Construction Manager for Local Transportation Bureau) the environmental document required for the project will most likely be a PCE1 Document (Programmatic Categorical Exclusion Level 1), and ALDOT will prepare the document for the project. However, supporting items will need to be submitted to ALDOT for use in preparation of the document. Therefore, Sain Associates will coordinate with ALDOT for environmental document approval and will provide the following items for ALDOT's use:

1. Clearance request form, including photos and description of impacts
2. Exhibits as determined by ALDOT, especially if right-of-way and/or temporary construction easements become necessary
3. Hazardous materials form
4. Letter of deminimis for the portion of sidewalk to be located within Ramsay Park
5. Electronic files and plan submittals



In the event it is determined a more comprehensive level of document is required for environmental clearance, or in the event that ALDOT requires additional studies and materials be prepared for the document, a supplemental agreement will need to be executed as part of the scope of this project.

III. Construction Plans

The construction plans will include the following sheets, which are typically required for ALDOT approval: Title Sheet; Index/Standard Drawings Sheet, Geometric Control Sheet, Typical Sections, Project Notes, Quantities, Layout Plan, Striping and Signage Plan, Landscaping Notes and Details, Signal Modification Plans (for addition of pedestrian signals), Traffic Control Plan, Erosion Control Plan, Drainage Profiles, Cross Sections (at 50' spacing), Utility Relocation Plans (if provided by utility owners), Retaining Wall Plans, and Details. We will reference ALDOT technical specifications in our design.

Existing drainage ditches and cross drains may be impacted by the shoulder widening in some areas and may need to be regraded or extended beneath the proposed sidewalk. Sain will analyze these ditches and cross drains to ensure sufficient hydraulic capacity is provided.

We will submit our design plans to the City of Mountain Brook and ALDOT at 30% and 85% (PS&E) for review and comment, and we will address comments received. At these same submittal milestones, we will also provide plans to City of Birmingham for the proposed work within Ramsay Park, for review and comment. Once all 85% (PS&E) review comments have been addressed, Sain will resubmit plans and a disposition of comments to ALDOT for a final backcheck. Their review will also require a construction cost estimate with each plan review. Should ALDOT require a more extensive review process, we may require a supplemental proposal for this process.

IV. Signal Modification Plans

We will prepare a signal modification plan for the installation of additional pedestrian accommodations at the intersection of Montclair Road and Memory Lane. The scope of the signal modification plan will include a field visit to perform observations and collect inventory of the existing signal including signal timings. The signal modification plan will follow ALDOT standards and specifications. Attendance at one (1) meeting with the City is included in our traffic engineering scope of services.

The plans for the modification will be prepared for insertion into the roadway plans. Sheets associated with the signal modification will include:

- Project Note Sheet (Signals)
- Plans Legend & Abbreviations (Signals)
- Signal Summary Box Sheet
- Signal Layout Sheet



V. Utility Coordination

The proposed sidewalk improvements will be constructed in close proximity to existing utilities, including water and gas lines along the southern shoulder of Montclair Road, and power poles and aerial lines. The intent of the project is to avoid impact to existing utilities. Once Sain has prepared preliminary design plans, we will provide plans to utility owners for a confirmation of existing utility lines and a review of any potential conflicts. Sain will coordinate with the City and utility owners to determine if the relocation of utilities is necessary, and if relocations are unavoidable, Sain will incorporate into the plan set any relocation plans prepared by utility companies for the contractor's reference.

VI. Meetings and Project Management

Sain has budgeted for the following face-to-face meetings:

- Meeting with City of Birmingham parks department
- PS&E review meeting with City
- Two other project related meetings (property owners, City Council, etc.)

Sain will coordinate with the City and ALDOT regularly regarding project status, reviews, and submittals. We do not anticipate any public hearings and have excluded this coordination or attendance at any public meetings. Sain will also communicate with the City of Birmingham to request the City's input and approval for the sidewalk construction within Ramsay Park. We anticipate one meeting and multiple conversations with the City of Birmingham's parks department to discuss the proposed improvements within the park.

VII. Tract Sketches and Legal Descriptions

Sain has budgeted to prepare a right of way map, tract sketches, and legal descriptions for up to four properties. These will be for the City's use in obtaining the required right of way or easements. Since the amount of right of way or easements necessary for the project are unknown at this point, the City will only be billed for these services if they are required. Appraisal and acquisition services are not included in this scope of services.

VIII. Geotechnical Services

ALDOT requires that a retaining wall report be prepared by a geotechnical engineer for all walls exceeding 4 feet in height. ECS will prepare the required retaining wall report based on their attached scope of services. We have estimated the length of walls to be over 4 feet in height, but the ultimate length will be determined during the design process and could affect the amount of geotechnical services required.



IX. Contract Documents, Advertising and Bidding

Sain will prepare contract documents necessary for the project. We will utilize the Engineers Joint Contract Documents Committee (EJCDC) or the American Institute of Architects (AIA) standard documents for the front end documents, contract, and general conditions. The ALDOT specifications will be utilized as the technical specifications for the work. Sain will prepare any required special conditions for insertion into the contract documents.

Sain will prepare an advertisement for bids to be advertised in newspapers and handle the coordination to have the advertisement published. The construction estimate is anticipated to be in excess of \$500,000, so the project will be advertised in three newspapers of general circulation throughout the state at least once and for three consecutive weeks in a newspaper in circulation in the County to satisfy state bid law. As part of this task, Sain will respond to contractor's requests for information (RFIs), conduct a Pre-Bid meeting if needed, attend the bid opening, tabulate and review the bids to then recommend awarding the contract.

Exclusions

The following services are excluded from this proposal but can be provided if deemed necessary and requested by you: setting missing or calculated property corners; title reviews or research; setting metal caps for control; staking or setting centerline points; utilizing ALDOT procedures from the ALDOT survey manual to set the horizontal and vertical control; ALTA or Boundary survey; public hearings; permitting not specifically included within this scope; design of utility relocations; staking for utility relocation; traffic counts; traffic impact studies; lighting design; right-of-way and easement appraisal and acquisition services; staking of ROW/easement acquisition limits; construction staking; full time CE&I (inspections); stormwater inspections during construction; or other scope not specifically included. Although not anticipated at this time, any work listed above that may arise will not begin until we have received written authorization from you to proceed.



Fees

We propose to provide the above described services based on the following lump sum fee schedule:

I.	Topographic Survey	\$ 26,680
II.	Environmental Document	\$ 7,183
III.	Construction Plans.....	\$ 77,976
IV.	Signal Modification Plans	\$12,500
V.	Utility Coordination.....	\$ 8,250
VI.	Meetings and Project Management	\$ 9,150
VII.	Tract Sketches and Legal Descriptions (not to exceed amount)	\$ 7,772
VIII.	Geotechnical Services	\$ 9,660
IX.	Contract Documents, Advertising and Bidding	\$ 10,500

Total Estimated Budget **\$169,671**

Reimbursable expenses such as printing, shipping, mileage, etc. are included in the above fees. The ADEM permit fee, if necessary, is NOT included in the above fees and will be the responsibility of the City.

Procedures for Changes in Scope of Work

The scope of work documented herein is based upon information known as of the date of this proposal. Should future changes (e.g. site plan, regulatory, project phasing, additional meetings, etc.) necessitate changes in the scope of work, we will contact you to discuss the scope of the additional work and its impact to our contracted fees and project schedule. No additional work will be undertaken by Sain or our subconsultants without your authorization.

Terms and Conditions

This contract is subject to the enclosed Terms and Conditions. All subsequent services required by you outside the scope of service specified will be performed on a time and materials basis according to the schedule of rates enclosed. Any modification to this contract document must be approved in writing by both parties with approval indicated by each signatory's initials and the date of approval.

Proposal Limitations

We reserve the right to withdraw or modify this proposal if not contracted within 60 days.

Sain Associates has provided this proposal with the understanding that you have selected our firm to perform professional services based upon our staff's qualifications, experience and reputation and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions or concerns you have regarding the technical scope and/or schedule of fees for this proposal. If you should request additional prices for the scope of work included herein from other consulting engineers and/or land surveyors, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

Sidewalk Improvements along Montclair Road
City of Mountain Brook
December 7, 2022
Page 8



Schedule

Upon receipt of NTP, Sain will contact the City to determine a mutually agreeable schedule to achieve project completion.

Thank you for the opportunity to provide this proposal. If you have any questions or need clarification on any item, please call me. We look forward to working with you.

Sincerely,

SAIN ASSOCIATES, INC.

Handwritten signature of Nathan Currie in blue ink.

Nathan Currie, P.E.
Project Manager/Associate
AL No. 32400

OFFERED:
SAIN ASSOCIATES, INC.
BY: Alicia Bailey, P.E. / Principal/Owner / AL No.
26339

Handwritten signature of Alicia Bailey in black ink.

Signature of Authorized Representative

Date: 12/7/22

Enclosures:
Survey Exhibit
Project Exhibit
ECS Proposal for Geotechnical Services
Sain Terms & Conditions (sch. 2023)

ACCEPTED:
CITY OF MOUNTAIN BROOK

BY: _____
Signature of Authorized Representative

Print Name & Title

Date: _____

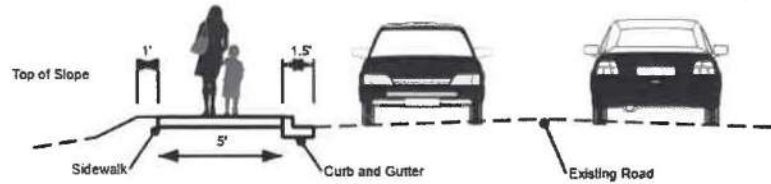


SURVEY EXHIBIT

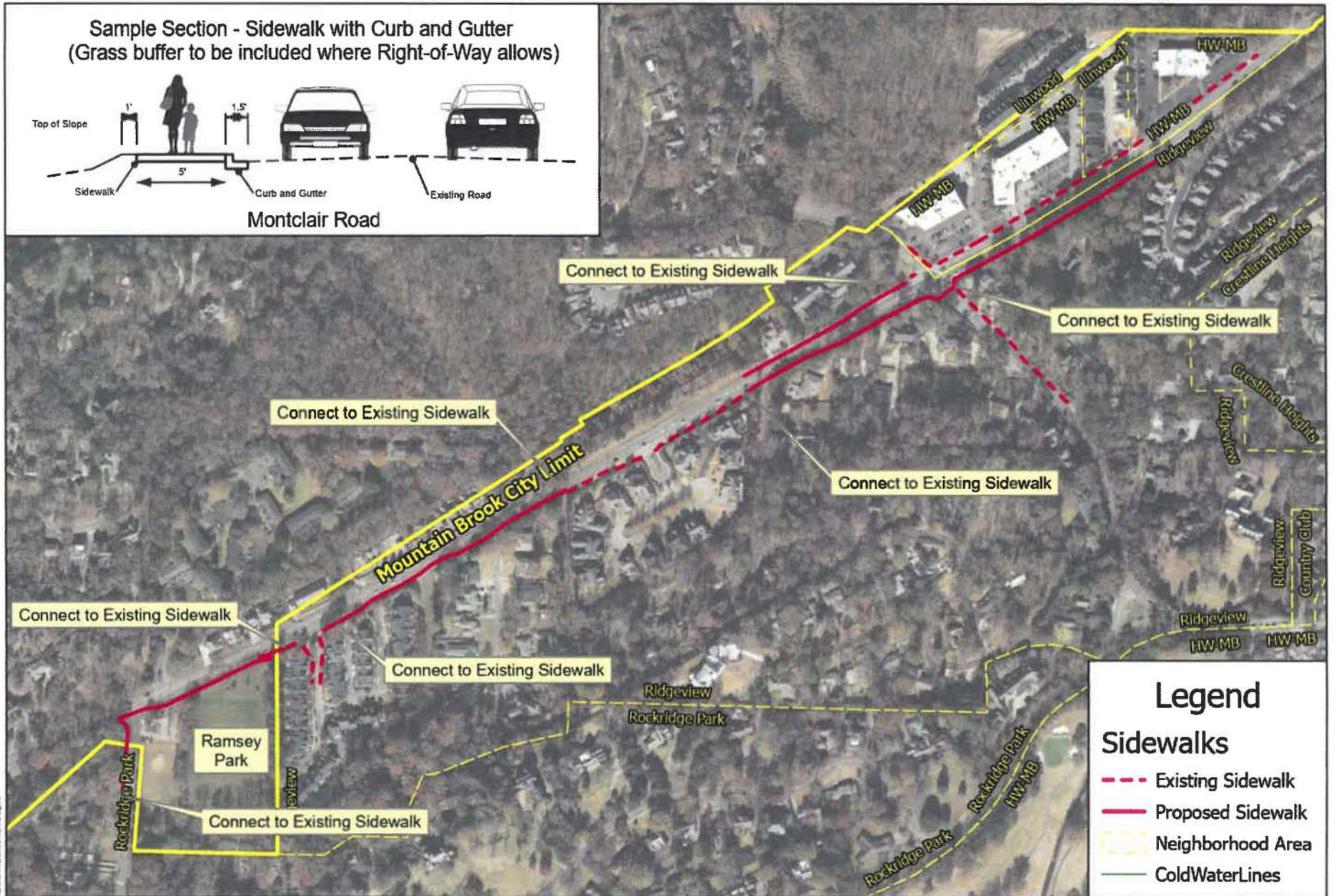


Survey boundary shown in blue above

Sample Section - Sidewalk with Curb and Gutter
(Grass buffer to be included where Right-of-Way allows)



Montclair Road



Legend

Sidewalks

- - - Existing Sidewalk
- Proposed Sidewalk
- Neighborhood Area
- ColdWaterLines

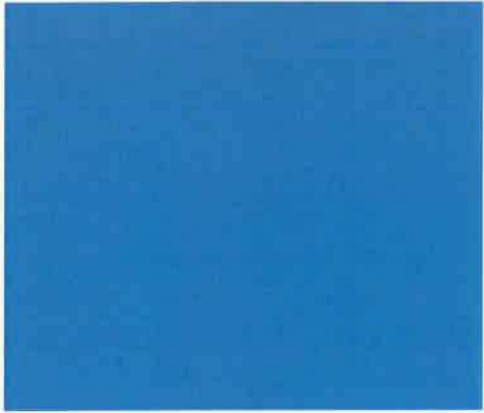
Montclair Road Project Map

Proposed TAP Sidewalk Project
Mountain Brook, Alabama

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SAIN
ASSOCIATES

NOT TO SCALE



ECS Southeast, LLP

Proposal for Geotechnical Engineering Evaluation Services

Montclair Road Sidewalk Retaining Walls
Montclair Road
Mountain Brook, Alabama 35213
ECS Proposal Number 30-2633-P

December 7, 2022





December 7, 2022

Nathan Currie, P.E.
Sain Associates
2 Perimeter Park South, Suite 500 East
Birmingham, Alabama 35243

Reference: Proposal for Geotechnical Engineering Evaluation Services
Montclair Road Sidewalk Retaining Walls
Montclair Road
Mountain Brook, Alabama 35213

ECS Proposal Number 30-2633-P

Dear Mr. Currie:

ECS Southeast, LLP (ECS) is pleased to provide Sain Associates with general guidelines and a fee estimate for performing Geotechnical Engineering Evaluation Services for the above-referenced property. This proposal contains a summary of relevant information as ECS understands it, a project schedule and the estimated costs for completion of the proposed work.

PROJECT UNDERSTANDING

Our knowledge of the proposed construction is based on correspondence between you and David Marsh, P.E. Sidewalks are to be constructed along Montclair Road within the city limits of Mountain Brook approximately from Rockridge Park to Mountain Brook Park Drive. The sidewalks will be 5 feet wide and most of the construction will be located south of Montclair Road. Due to steep existing grades, two locations will require retaining walls to support the sidewalks. The walls are anticipated to be no longer than 200 feet each and the proposed heights will be on the order of 4 to 6 feet.

Wall 1 is located approximately between Memory Lane and 3929 Montclair Road and appears thickly vegetated near Memory Lane and with a grassed slope near 3929 Monclair Road. Wall 2 is located approximately between Gaywood Circle and the existing sidewalk west of the Village Place subdivision and appears to consist of a grassed slope with dense vegetation at the base of the slope. A grading plan was not available at the time of this proposal.

In order to evaluate the subsurface conditions within limits of the proposed development, a series of soil tests and soil borings will be performed. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

SCOPE OF SERVICES

Geotechnical Services

The purpose of this exploration is to determine the site subsurface conditions and provide geotechnical recommendations for foundation systems and site grading procedures for construction of the proposed structures. To accomplish this, ECS proposes to explore the site with soil test borings. This information should be used by design engineers and architects for the above-referenced project to formulate the individual component designs.

Base Scope Field Exploration

ECS's services will include drilling a series of exploratory SPT soil test borings as described below. The number of borings is compliant with *ALDOT's Geotechnical Manual 390* (dated 9-9-2021) specifications for retaining wall structures.

- Three (3) borings to 15 feet below the ground surface within the footprint of Wall 1
- Three (3) borings to 15 feet below the ground surface within the footprint of Wall 2

A total of 90 feet of drilling has been included in our budgeted fees. This will not be exceeded without your prior authorization. We understand that the site is currently developed and assume that site clearing will not be required to access boring locations. For the purposes of this proposal, we have assumed that a truck mounted drill rig will be able to access the boring locations.

The boreholes will be checked for groundwater upon completion of drilling, and then backfilled by shoveling the soil cuttings into the holes. It should be noted that some settling may occur over time in the boring areas. Additionally, some of the borings will be left open over the course of drilling for reading groundwater levels after stabilization.

Some additional wear of the surface should be anticipated in the proposed soil test boring locations. Neither ECS nor ECS's subcontractors are responsible for restoration of the surface to its original condition.

We are free to discuss this intended scope and can revise according to your needs and expectations. In general, Standard Penetration Testing will be performed at 2.5-foot intervals in the first 10 feet and at 5-foot intervals thereafter, where applicable. In SPT borings, groundwater readings will be taken during drilling and the day following drilling. Borings will be located using either simple taping methods or GPS (our base scope does not include location of borings by surveying).

We will contact the Alabama 811 System to locate underground utilities.

Traffic Control

We understand from you that Mountain Brook Public Works is available to provide traffic control. As such, we have specifically excluded traffic control from our fees.

Laboratory Testing Services

The soil samples will be transported to our laboratory in Birmingham, Alabama for further identification and testing. Laboratory testing for the base scope of services will include the following (subject to slight modifications, depending on the results of exploration):

Natural Moisture Contents	30 each
Atterberg Limits, If Applicable	3 each
Sieve Analysis	3 each

Engineering Report

The conditions encountered by the soil borings will be reviewed by a geotechnical engineer and recommendations for design and construction of the project will be developed. Our geotechnical recommendations will be presented in an engineering report that will address the following items:

- Project description;
- Site conditions, including geologic and special site features;
- Field exploration procedures;
- Subsurface conditions;
- Site development recommendations;
- Suitability of soils for use as fill material;
- Discussion of groundwater impact;
- Techniques to control shallow groundwater (if applicable);
- Discussion of difficult excavation (if applicable);
- Evaluation of expansion of cut material during fill placement;
- Compaction recommendations;
- Foundation recommendations of the retaining walls
- Special conditions encountered (if applicable); and
- Exploration location plan

Electronic copies of the report will be emailed to all on the project distribution list as approved by the client.

FEE ESTIMATE**Geotechnical Study**

We will perform the proposed base scope of services outlined herein for a lump sum fee of \$9,200. ECS assumes that clearing will not be required, and a truck mounted rig will be needed to perform the drilling operations. We have included traffic control within our scope of services. If unanticipated subsurface conditions are encountered that requires modification to the proposed scope of services, you will be contracted for both your review and authorization. Our lump sum fee is comprised of the following:

Cost Breakdown Table

Item	Cost
Drilling and Field Engineer	\$4,500
Laboratory Testing	\$800
Engineering Report	\$1,900
Private Utility Locate	\$2,000



We have assumed that the site is not environmentally impacted and will not require specialized services for impacted conditions.

If additional work is required due to unexpected conditions encountered during our field study, or because of a request for additional services, they will be invoiced on a unit rate basis. Prior to modifying or expanding the agreed upon scope of work, your authorization for changes in the scope of services, cost, and schedule for the project will be required.

The above fees and our schedule assume that the site is readily accessible by conventional equipment. They also assume we have full access to the site and are not required to encounter standby time or wait on others to gain access to our drilling locations. If these problems are encountered, you will be charged the additional time plus the additional charges in accordance too our attached Fee Schedule.

Provided conditions are as understood, and as assumed, ECS would expect the final costs to be as outlined above. Should conditions, sampling results or observations indicate that additional work is necessary or warranted, we would notify you of the additional costs before modifying or expanding the extent of our scope of services. If other items are required based on field conditions encountered in our field exploration program, they would be invoiced in accordance with the attached Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

PRELIMINARY ITEMS

Utility Locate

Location of existing utilities must be addressed before beginning on-site exploratory work, as follows:

ECS will contact the public utility locator service— Alabama 811 —to request that utilities be marked prior to performing exploratory work (digging, drilling, etc.). Alabama 811 will subsequently contact the utility companies typically known to have utilities located in the vicinity of the project site. Normally, this includes water, gas, sewer, electrical power, telephone, and cable. The individual companies mark their utilities using spray paint, but only extend to the meter. It will be your responsibility to identify other utilities.

- ECS hereby asks that Sain Associates notify us of all utilities located on site, particularly those utilities beyond the meter or private utilities not identified by Alabama 811. While ECS will take precautions to avoid utilities of which the owner notifies ECS, ECS is not responsible for utilities not marked by Alabama 811.
- A private utility locator service is included in our fee.

SCHEDULE OF WORK

ECS will begin the above scope of work immediately after receiving your written authorization to proceed. ECS's work starts with us contacting the public utility locator service, but we cannot begin work on site until location work is completed (usually within 72 hours, excluding weekends and holidays).

Based on current availability, ECS anticipates its field work will begin within 15 business days of written authorization to proceed. We anticipate that the field work will take about 1 to 2 business days to complete the drilling, and the reports will be provided within 20 business days after receiving written



authorization to proceed. We can submit preliminary recommendations within 5 days of the completion of the fieldwork.

In order to maintain this schedule, it is critical that ECS receives your written authorization, special instructions and distribution list in a timely manner.

AUTHORIZATION

If the scope of work as outlined above and the attached Terms and Conditions are acceptable to you, please sign the attached Proposal Acceptance Form on behalf of Sain Associates and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are accepting the Terms and Conditions of Service within the professional services agreement between ECS and Sain Associates (established concurrent with execution of the proposal).

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fees.

Fully completing and signing the attached Proposal Acceptance Form on behalf of Sain Associates will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

Again, thank you for the opportunity to submit this proposal to provide geotechnical services and serve as your geotechnical consultant. We look forward to the opportunity to work with you on this project and hope to serve as your geotechnical consultant in the future. If you have questions, or if we can be of additional service, please contact us at 205-588-5099.

Respectfully submitted,
ECS SOUTHEAST, LLP



David Marsh, P.E.
Principal Engineer/Branch Manager
DMarsh@ecslimited.com



Brannon Fox, P.E.
Geotechnical Project Manager
BFox@ecslimited.com

Attachments: Proposal Acceptance Form
Terms and Conditions of Service

SAIN ASSOCIATES, INC. TERMS AND CONDITIONS

Rates:

Principal	\$210.00 - \$300.00 per Hour
Engineer/Planner	\$105.00 - \$160.00 per Hour
Senior Engineer.....	\$165.00 - \$230.00 per Hour
GIS Professional.....	\$130.00 - \$150.00 per Hour
Designer.....	\$95.00 - \$140.00 per Hour
Surveyor.....	\$110.00 - \$155.00 per Hour
Survey Crew (1-Person).....	\$110.00 per Hour
Survey Crew (1-Person + Robot)	\$165.00 per Hour
Survey Crew (2-Person).....	\$190.00 per Hour
Survey Crew (3-Person).....	\$240.00 per Hour
Survey Per Diem	\$170.00 per person per Night
Level 1 Inspector.....	\$80.00 - \$100.00 per Hour
Level 2 Inspector.....	\$85.00 - \$120.00 per Hour
Administrative Support	\$65.00 - \$98.00 per Hour

Payment

Payment for services by Consultant is to be made monthly based upon the percentage of work completed and invoiced to Client. Client's obligation to pay for services rendered hereunder is in no way dependent upon its ability to obtain financing, to obtain payment from a third party, or to obtain approval of any governmental or regulatory agencies, or upon Client's successful completion of the project. Payment for services and expenses hereunder is due in full within thirty (30) days after receipt of invoice. For past due accounts in excess of 120 days Consultant will issue a past due statement with interest of 1½% per month from said thirtieth (30th) day. Consultant may elect to seek assistance in collection of accounts in excess of 120 days in which case Client will be billed for attorney's fees for collection in the amount of 1/3 of the outstanding balance or such greater amount as the court finds reasonable. Consultant reserves the right to suspend services under this agreement until receipt of payment in full for all amounts due for services rendered and expenses incurred.

AL Immigration Law Compliance

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care ordinarily provided by members of Consultant's profession practicing under the same or similar circumstances and professional licenses at the same time and in the same locality, as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of Consultant's profession. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Responsibility of the Client

Client shall provide all criteria and full information as to Client's requirements for the Project, including budgetary limitations.

Reliance on Information Provided by Others

Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.

Schedules, Budgets and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over: the cost of labor, materials, or equipment, or contractor's methods of determining prices; competitive bidding or market conditions; utility conflicts or right-of-way acquisition; agency approval times or actions of a Consultant Program Manager not employed by Sain, the Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

Approvals

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, the Consultant makes no representations as to its ability to timely achieve or to obtain said permits or approvals from any governing authority or outside agency.

Site Visits/Job Site Safety/Construction Phase Services

Consultant and Client acknowledge and agree that the Consultant shall not have responsibility and will not be liable for jobsite safety or construction means and methods, regardless of whether Consultant's scope of services documented herein include site visits during the construction phase. The Consultant is not responsible for, and shall by no means be liable for, the acts or omissions of any owner, contractor, subcontractor or material supplier.

Right of Entry

Client, at its sole cost and expense, shall furnish the Consultant, its agents, employees, and subcontractors a right-of-entry and any other authorizations or licenses needed for Consultant to enter the Project location to perform the services contemplated by this Agreement. Client agrees and acknowledges that the services provided by the Consultant may require certain activities that may disrupt the use of the Project's property location and may disturb, alter, or damage the terrain and vegetation thereabout and that Consultant will not restore the property to its original state.

Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain or verify. Further, Consultant and Client acknowledge and agree that Consultant shall not be expected to provide any certifications unless expressly agreed upon by Consultant, as evidenced in writing within the scope of Consultant's work invoiced to Client.



SAIN ASSOCIATES, INC.

TERMS AND CONDITIONS

Unforeseen Conditions and Occurrences

If, during the course of performance of services pursuant to this Agreement, any unforeseen hazardous substance, material, object, element, or other unforeseen conditions or occurrences are encountered which, in the Consultant's judgment, materially affects or may affect the services to be provided hereunder, the risk involved in providing the services, or the scope of the services, Consultant will notify Client. Subsequent to that notification, Consultant may: (a) if practicable, in Consultant's judgment and with Client's approval, complete the original scope of services in accordance with this Agreement; (b) agree with Client to modify the scope of services and the estimate of costs to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the Parties and incorporated herein; or (c) terminate the services effective on the date of notification for convenience.

Use of Electronic Media

Copies of documents that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of the Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Limitation of Remedies

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

Consultant's Choice of Arbitration or Court

Client and Consultant agree that if a dispute arises out of or relates to this Agreement, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action unless delay in initiating legal action would irrevocably prejudice one of the parties. Mediation shall take place in Jefferson County, Alabama, and if a mediator cannot be agreed upon by parties, then it is agreed that AAA (American Arbitration Association) will appoint a mediator. If mediation is unsuccessful, any such dispute shall be subject to and resolved at the election of Consultant, by either arbitration in accordance with the Rules of the AAA or by a trial by judge in either the Circuit Court for Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama.

Indemnification

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

Force Majeure

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

Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or Client's disclosure of any such documents to any third party.

Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Consultant because of this Agreement or Consultant's performance of services hereunder.

Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Conflicting or Inconsistent Terms/Severability

In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any provision of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions.

Schedule 2023



Project No. TAPAA-TA23(919) County Jefferson Description Sidewalks along Montclair Road Scope of Work Sidewalk, Signal Modification, and Retaining Walls Project Length 0.75 Miles Consultant Sain Associates
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CORRIDOR STUDY	Engineer	Engineer. Tech.	Environment	Environ. Tech.	Clerical
Task A: Prepare Supporting Items for Environmental Document					
A-1 Create Project Location Map	0.00	0.00	0.13	0.50	0.00
A-2 Prepare Clearance Request Form	0.00	0.00	0.25	0.50	0.25
A-3 Prepare Exhibits for Required ROW and/or Easements	0.00	0.00	0.13	0.50	0.00
A-4 Prepare Hazardous Materials Notification Form	0.00	0.00	0.25	0.50	0.00
A-5 Prepare Letter of Deminimis for Sidewalk within Ramsay Park	0.13	0.00	0.25	0.25	0.00
A-6 Coordinate with City of Birmingham and ALDOT to Obtain Approval of Deminimis	0.13	0.00	0.25	0.25	0.00
A-7 Compile and Submit for Review and Inclusion in Environmental Document	0.00	0.00	0.13	0.25	0.50
	0.00	0.00	0.00	0.00	0.00
Task A Totals	0.26	0.00	1.39	2.75	0.75
Task B: Finalize Items for Environmental Document					
B-1 Address Comments on Above Items	0.00	0.00	0.25	0.25	0.00
B-2 Submit Revised Items for Final Review and Approval	0.00	0.00	0.13	0.25	0.25
	0.00	0.00	0.00	0.00	0.00
Task B Totals	0.00	0.00	0.38	0.50	0.25
Task C: N/A					
C-1 N/A	0.00	0.00	0.00	0.00	0.00
C-2 N/A	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	0.26	0.00	1.77	3.25	1.00

Project No. TAPAA-TA23(919)			
County Jefferson			
Description Sidewalks along Montclair Road			
Scope of Work Sidewalk, Signal Modification, and Retaining Walls			
Project Length 0.75 Miles			
Consultant Sain Associates			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	0.20	\$ 576.72	\$ 115.34
Engineer	0.26	\$ 436.57	\$ 113.51
Engineering Technician/CADD	0.00	\$ 330.50	\$ -
Environmental	1.77	\$ 400.69	\$ 709.22
Environmental Technician	3.25	\$ 326.70	\$ 1,061.78
Clerical	1.00	\$ 197.40	\$ 197.40
Total Direct Labor			\$ 2,197.25
Combined Overhead (%)	195.00		\$ 4,284.64
Out-of-Pocket Expenses**			\$ 45.00
Sub-Total			\$ 6,526.89
Operating Margin (10%)			\$ 652.69
Sub-Total			\$ 7,179.58
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 7,179.58
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 3.52
TOTAL FEE			\$ 7,183.10

**See Grand Total Fee sheet

Project No. TAPAA-TA23(919)
County Jefferson
Description Sidewalks along Montclair Road
Scope of Work Sidewalk, Signal Modification, and Retaining Walls
Project Length 0.75 Miles
Consultant Sain Associates
Out-of-pocket Expenses (Corridor Study)

TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Clearance request form and supporting documents	4	20	80	\$ 0.25	\$ 20.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 20.00

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ 25.00

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ 45.00
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Comments:

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

Project No. TAPAA-TA23(919) County Jefferson Description Sidewalks along Montclair Road Scope of Work Sidewalk, Signal Modification, and Retaining Walls Project Length 0.75 Miles Consultant Sain Associates				
FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 0 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.13	0.25	0.00	0.00
A-2 Contact Property Owners	0.00	0.00	0.00	1.00
A-3 Perform Basic Control Survey	0.13	1.00	0.00	0.00
A-4 Conduct On-site Inspection	0.25	0.25	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	0.51	1.50	0.00	1.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data	0.50	4.00	2.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.50	4.00	2.00	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross Roads and Railroads	0.00	0.00	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.13	1.00	0.25	0.00

FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
		0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.13	1.00	0.25	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.13	1.00	0.50	0.00
D-2 Obtain Hydrological Location Survey	0.00	0.00	0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.50	1.50	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.50	0.00	0.00	0.25
D-5 Set & Reference PIs, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.00	0.00	1.00	0.00
D-7 Submit Work for Review/Sealed Mylar-Plot of Accepted Field Map	0.50	0.00	0.50	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	1.63	2.50	2.00	0.25
TOTALS				
	2.77	9.00	4.25	1.25

Project No. TAPAA-TA23(919)			
County Jefferson			
Description Sidewalks along Montclair Road			
Scope of Work Sidewalk, Signal Modification, and Retaining Walls			
Project Length 0.75 Miles			
Consultant Sain Associates			
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.28	\$ 576.72	\$ 161.48
PLS	2.77	\$ 370.08	\$ 1,025.12
Survey Crew (see man-day sheet)	9.00	\$ 597.76	\$ 5,379.84
Engineering Technician/CADD	4.25	\$ 330.50	\$ 1,404.63
Clerical	1.25	\$ 197.40	\$ 246.75
	Total Direct Labor		\$ 8,217.82
Combined Overhead (%)	195.00		\$ 16,024.75
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 24,242.57
Operating Margin (10%)			\$ 2,424.26
	Sub-Total		\$ 26,666.83
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 26,666.83
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 13.15
	TOTAL FEE		\$ 26,679.98

Project No. TAPAA-TA23(919)
County Jefferson
Description Sidewalks along Montclair Road
Scope of Work Sidewalk, Signal Modification, and Retaining Walls
Project Length 0.75 Miles
Consultant Sain Associates

Out-of-pocket Expenses (Field Survey)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

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

Project No. TAPAA-TA23(919)
County Jefferson
Description Sidewalks along Montclair Road
Scope of Work Sidewalk, Signal Modification, and Retaining Walls
Project Length 0.75 Miles

Consultant Sain Associates

ROW Map, Tract Sketches and Deeds	Engineer	Tech/CADD	Clerical
	<i>Estimated number of tracts=</i> 4		
Task A: Right-of-Way Map	0.50	2.00	0.00
Task B: Tract Sketches	0.50	1.50	0.00
Task C: Deeds	0.50	1.50	0.00
	0.00	0.00	0.00
	0.00	0.00	0.00
TOTALS	1.50	5.00	0.00

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

Project No. TAPAA-TA23(919)			
County Jefferson			
Description Sidewalks along Montclair Road			
Scope of Work Sidewalk, Signal Modification, and Retaining Walls			
Project Length 0.75 Miles			
Consultant Sain Associates			
Fee Proposal (ROW Map, Tract Sketches & Deeds)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.15	\$ 576.72	\$ 86.51
Engineer	1.50	\$ 436.57	\$ 654.86
Engineering Technician/CADD	5.00	\$ 330.50	\$ 1,652.50
Clerical	0.00	\$ 197.40	\$ -
	Total Direct Labor		\$ 2,393.87
Combined Overhead (%)	195.00		\$ 4,668.05
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 7,061.92
Operating Margin (10%)			\$ 706.19
	Sub-Total		\$ 7,768.11
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 7,768.11
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 3.83
	TOTAL FEE		\$ 7,771.94

**See Grand Total Fee sheet

Project No. TAPAA-TA23(919)
County Jefferson
Description Sidewalks along Montclair Road
Scope of Work Sidewalk, Signal Modification, and Retaining Walls
Project Length 0.75 Miles
Consultant Sain Associates

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

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ -

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ -

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ -

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
	\$ -

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses	\$ -
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Comments:

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

Project Number TAPAA-TA23(919) CPMS # _____ County Jefferson _____ Description Sidewalks along Montclair Road _____ Scope of work Sidewalk, Signal Modification, and Retaining Walls _____ Length 0.75 miles _____ Consultant Sain Associates					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.13	0.13	0.25	0.25
INDEX SHEET	1.00	0.13	0.13	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (Project)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.13	0.13	0.25	0.25
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	3.00	0.13	0.39	0.25	0.75
TYPICAL SECTIONS					
Main Roadway	2.00	0.25	0.50	1.00	2.00
Cross Roads	0.50	0.25	0.13	0.50	0.25
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ditches	0.50	0.25	0.13	1.00	0.50
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	1.00	0.50	0.50	1.00	1.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.25	0.25	0.06	1.00	0.25
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	0.25	0.06	1.00	0.25
Signing	0.50	0.25	0.13	1.00	0.50
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Landscaping	0.25	0.25	0.06	1.00	0.25
Striping & Pavement Markings	0.25	0.25	0.06	1.00	0.25
Curb & Gutter	0.25	0.25	0.06	1.00	0.25
Handrail & Fence	0.25	0.25	0.06	1.00	0.25
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	1.00	0.50	0.50	1.00	1.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.75	0.25	0.19	1.00	0.75
Slope Paving (Ditches)/Ditch Summary	0.25	0.25	0.06	1.00	0.25
Concrete Driveway	0.25	0.25	0.06	1.00	0.25
Retaining Wall	0.25	0.25	0.06	1.00	0.25
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.50	0.25	0.13	1.00	0.50
Removal Items	0.25	0.25	0.06	1.00	0.25
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	4.00	0.50	2.00	1.00	4.00
Crossroads	1.00	0.25	0.25	1.00	1.00
Driveway Profiles	1.00	0.25	0.25	0.50	0.50
Retaining Walls	2.00	0.75	1.50	1.50	3.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	4.00	0.25	1.00	0.50	2.00
Crossroads	1.00	0.25	0.25	0.50	0.50
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.25	0.13	0.50	0.25
Summary & Items	1.00	0.25	0.25	0.50	0.50
Typical Section Sketches	1.00	0.13	0.13	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.00	0.00	0.00	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00
Details	3.00	0.07	0.21	0.13	0.39
SIGNING					
Sign Layout	1.00	0.25	0.25	0.75	0.75
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	1.00	2.00	2.00	5.00	5.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LANDSCAPING					
Plan Layout	1.00	0.13	0.13	0.50	0.50
Notes	1.00	0.07	0.07	0.25	0.25
Special Details	1.00	0.13	0.13	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	5.00	0.07	0.35	0.25	1.25
Coordination with Utility Owners			1.50		2.00
Meeting with Utility Owners			1.00		1.50
			0.00		0.00
			0.00		0.00
DRAINAGE SECTIONS					
Analysis and Inlet/Ditch Computations			1.00		1.50
Pipe & Culvert X-Sect./Hydraulic Computations	2.00	0.50	1.00	1.00	2.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	1.00	0.25	0.25	0.50	0.50
			0.00		0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.13	0.13	0.25	0.25
Non-Phased Sheets	5.00	0.13	0.65	0.50	2.50
CBMPP & NOI			2.00		3.00
			0.00		0.00
ROADWAY CROSS SECTIONS					
Main Roadway	16.00	0.13	2.08	0.25	4.00
Crossroads	1.00	0.13	0.13	0.25	0.25
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
			0.00		0.00
REVIEW COMMENTS					
30% Submittal and Comments			0.50		0.50
PS&E Submittal and Comment Disposition (PS&E Review Mtg Not Included)			1.50		1.50
			0.00		0.00
Cost Estimates					
Meetings with City			1.00		1.50
Site Visits			1.50		1.00
Contract Docs, Advertising, & Bidding			3.50		4.00
SUB-TOTAL	72.75		31.98		60.39
10% Supervision			3.20		
TOTALS					
	72.75		31.98		60.39

Project No.	TAPAA-TA23(919)
County	Jefferson
Description	Sidewalks along Montclair Road
Scope of Work	Sidewalk, Signal Modification, and Retaining Walls
Project Length	0.75 Miles
Consultant	Sain Associates

Fee Proposal (Roadway Plans)

PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	3.20	\$ 576.72	\$ 1,845.50
Engineer	31.98	\$ 436.57	\$ 13,961.51
Engineering Technician/CADD	60.39	\$ 330.50	\$ 19,958.90
Clerical	3.00	\$ 197.40	\$ 592.20
	Total Direct Labor		\$ 36,358.11
Combined Overhead (%)	195.00		\$ 70,898.31
Out-of-Pocket Expenses**			\$ 305.36
	Sub-Total		\$ 107,561.78
Operating Margin (10%)			\$ 10,756.18
	Sub-Total		\$ 118,317.96
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
ECS			\$ 9,200.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 460.00
	Sub-Total		\$ 127,977.96
Facilities Capital Cost of Money (% of Direct Labor)	0.16		\$ 58.17
	TOTAL FEE		\$ 128,036.13

**See Grand Total Fee sheet

Project No. TAPAA-TA23(919)
County Jefferson
Description Sidewalks along Montclair Road
Scope of Work Sidewalk, Signal Modification, and Retaining Walls
Project Length 0.75 Miles
Consultant Sain Associates

Out-of-pocket Expenses (Roadway Plans)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit (2 Sidewalk; 1 Signal)	3	15	\$0.585	\$ 26.33
Meetings with City	3	15	\$0.585	\$ 26.33
	0	0	\$0.585	\$ -
	0	0	\$0.585	\$ -
Total Mileage Cost				\$ 52.66

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	3	2	\$11.25	\$ 67.50
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 67.50
Total Travel Cost				\$ 120.16

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
30% Submittal	2	65	130	\$ 0.52	\$ 67.60
PS&E Submittal	2	65	130	\$ 0.52	\$ 67.60
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 135.20

Communication Cost (telephone, fax, etc.)	Total
	\$ -

Postage Cost (overnight, stamps, etc.)	Total
Fed-Ex	\$ 50.00

Other (provide description on next line)	Total
	\$ -

Total Out-of-pocket Expenses \$ 305.36

Comments:

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

Date: December 2, 2022
To: Council Members
From: Shanda Williams, Parks and Recreation
Subject: Park Board Appointment

Dean Nix's current term on the Park Board expires on December 10, 2022.

As with all city boards, the Park Board and City Council must evaluate the position and eligible applicants to see who will be the best fit for the board going forward with the new term. To aid in this decision, we have an application process in place that gives each person a chance to describe their interests in the specific board/commission and how they think they would be beneficial in that role. Most of the applicants have also had a chance to attend a Park Board meeting to introduce themselves, but because they only came to one meeting, not everyone had the chance to meet them. We plan to invite them to visit and participate in future Park Board meetings to allow for more informed recommendations when filling a position. This should also encourage more public input into our projects and dilemmas.

I have attached the all the applications of the eligible candidates which include Dean Nix who would like to renew his appointment, Blake Russell, Tom Warburton, Dustin Dew, and Oliver Williams. All applicants have listed experiences and qualifications that would benefit the Park Board.

The Park Board members submitted their recommendations and a majority of the board is in favor of appointing Dean Nix to another term. Even though this could be Dean's fourth term, he has been a very active, reliable, and beneficial member of the Park Board and would like to help complete the park projects that were started under his previous term. Blake Russel was a standout candidate at the previous appointment. He is active in the sports programs and Brian Lucas believes he will be helpful in maintaining an open communication with them if he steps down in 2024 as planned. Dustin Dew renewed his application recently so he is still very much interested in serving. He is also helping us by giving input on the Tot Lot improvements. Tom Warburton visited the Park Board and participated in the group conversation. Oliver Williams has not had a chance to visit so we are limited to the information listed on his application.

In order to help present a whole picture of the board, here is a list of the board members, the year their term expires, and what term they are currently serving.

2023	2024	2025	2026	2027
David Price (3)	Brian Lucas (2)	Trent Wright (2)	Meredith Waldrop (2)	Bill Wyatt (3)
Aimee Reese (1)	Charlie Carper (3)	Helen Drennen (2)		Elizabeth Dunn (1)

I think it is a hard decision to remove a dedicated board member to replace them with a candidate that may or may not appropriately fill that role. Even though it is good to bring in fresh views, we need to know that person will be an active participant and bring value to the board. That is why I think it is important to have the candidates visit more regularly and result in a more informed appointment process and make it fair for all candidates. None of the candidates have visited of their own accord. For this reason, I also recommend keeping Dean on the board until we get to know the applicants better.

Please provide a brief statement describing your interest in serving on the selected board.

I would like to continue to serve on the Park & Recreation Board for another term. We have a lot of positive things going on and I want to help see more of our goals completed.

What specific objectives would you work towards as a member of the selected board?

To continue to advise Shanda Williams and her staff on projects currently underway and to assist with future projects. The Park & Recreation Board serves as a great starting point for many ideas and serves to assist the City Council as a liaison for projects.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

Graduate of The University of Alabama; I have worked in the commercial real estate business since 1986 and have been at Harbert Realty Services since 1993. I have three grown children and three grandchildren who enjoy our parks and will be playing on our athletic fields in the future.

Certification

By initialing here (), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

W. DEAN NIX
Printed Name of Applicant


Signature

10/13/22
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.
Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

W. Dean Nix
2909 Overton Road
Mountain Brook, AL 35223
(205) 901-6140 cell
dnix@harbertrealty.com

Work: Harbert Realty Services, LLC, Senior Vice President; joined the company in 1993; manages the Transaction Services Group and also works with the property management and development teams; shareholder; longest tenured employee at Harbert Realty Services.

Education: The University of Alabama, graduated 1980; Shades Valley High School, graduated 1976

Professional and Community Activities and Memberships

- HERO Foundation (Harbert Employees Reaching Out); Past President
- National Association of Industrial and Office Properties; Past President Alabama Chapter
- Mountain Brook Park and Recreation Board; board member since 2007
- St. Mary's-on-the-Highlands Episcopal Church; former Vestry member; served as Senior Warden in 2006
- Brother Bryan Mission; past board member; served as President 2018 and 2019
- The University of Alabama Capstone Council; founding member; Co-Chair of the Capstone Leadership Academy for 3 years
- The Country Club of Birmingham—member since 1987
- Monday Morning Quarterback Club—member since 1989
- Leadership Birmingham Class of 2015
- Meals on Wheels
- United Way

Personal

Married to Lee (Foster) Nix since 1984; she owns Fleur de Lee, floral design. We have lived in Mountain Brook since 1986. Birthdate: April 9, 1958

Children:

- Billy Nix (Anne Adams); Austin, TX; he works for Hoar Construction; Anne works for Audible
- Liza Nix Davis (Charlie); Birmingham, AL; she owns a social media / marketing consulting firm; Charlie is a commercial lender at FirstBank
- Carolyne Nix Kontomitras (Alexander); Mountain Brook, AL; she owns Shop Bijou Bhm, an online store; Alexander is a financial analyst with LIV Development
- 3 grandchildren

City of Mountain Brook Public Service Application

Date: 10-31-21 Name Dustiin A. Dew

Phone Number: (919) 935 - 2265 Email: dustindew@gmail.com

Address: 825 Sims Ave Mountain Brook AL 35213
Street City State Zip Code

How long have you been a resident of Mountain Brook? 2 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	Parks and Recreation Board
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
UWCA VAT Team 11	2022	VAT Team
TechBirmingham	2020-Present	Board Member
Redeemer Community Church	2016-Present	Member
Alabama Cycling Association	2015-Present	Race Director
Mid-AL Red Cross	2021-2022	Board Member
Committee for the Future-Children's of Alabama	2019	Class of 2019
Birmingham Business Alliance ON Board	2015	Inaugural Class 2015
Freshwater Land Trust	2014-2016	Junior Board Member

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.
As an active user, through running and playing with my children, I want to protect and maintain our city's parks and sports facilities. They should continue to be an example to other communities.

What specific objectives would you work towards as a member of the selected board?
I would work towards creating inviting spaces for citizens of all ages and abilities. Our community has a wide range of citizens, and our parks and sports facilities should be accommodating and inviting to them.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.
See my Resume attached.

Certification

By initialing here (___DD___), I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

Dustin A. Dew
Printed Name of Applicant


Signature

10-31-22
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtubrook.org or Sam Gaston, City Manager at gastons@mtubrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

DUSTIN A. DEW

(919) 935-2265 ▪ dustindew@gmail.com
825 Sims Ave., Birmingham, AL 35222

EDUCATION

East Carolina University Greenville, North Carolina
Masters of Art in Health Education and Promotion, December 2013

Appalachian State University Boone, North Carolina
Bachelor of Science in Health Promotion, May 2010
Minor: Psychology
Honors: Dean's List
Activities: Cycling Team, Undergraduate Research, Community Fitness Testing

PROFESSIONAL EXPERIENCE

Protective Life Corporation Birmingham, Alabama
Innovation Leader, March 2022 – Present

- Support the company's growth by either entering net new markets, developing brand-new products and service models, or developing new ways of running our current business
- Drive a portfolio of projects within the context of our corporate innovation center of excellence
- Develop prototype solutions in partnership with the business
- Support an organization-wide innovation program that allows staff to develop and test new ideas
- Train internal teams on the principles of customer-led, lean innovation while staying relevant to trends in technology and startups to help the company stay abreast of major opportunities that can accelerate our growth

Lakeshore Foundation-UAB/Lakeshore Research Collaborative Birmingham, Alabama
Director of Research Operations, July 2018 – March 2022

- Oversee daily operations for \$7 million in research projects with direct oversight of \$2 million in funding. (funding sources-NIH, CDC, NIDDLR, Neilson Foundation, etc) which includes protocol and budget oversight, risk management, adverse events, technology, and logistics
- Supervise and mentor 20 staff including hiring, termination, and evaluation
- Developed organization wide innovation program that allowed staff to develop and test new ideas
- Work with the executive leadership team to attract new projects to our facility to generate revenue
- Serve as the primary contact to all UAB faculty and staff to generate new grant ideas for research and programs
- Facilitate relationships with community partners by educating them about our organizations and potential partnerships. Since our capital campaign, the focus has been more on donor relations and increasing awareness
- Work with the Alabama start-up and technology community to create collaborations with Lakeshore to drive innovation on our campus
- Key Foundation contact on the development of a \$7 million 17,000 sqft building addition and \$5 million 14,000sqft building renovation
- Serve on Lakeshore Foundation Strategic Planning Committee and Risk Management as well as the development of onboarding policies for staff work on our campus.

Alabama Cycling Association

Birmingham, Alabama

Race Director, February 2015 – Present

- Manage the production of a 6 race mountain bike series for over 800 youth in grades 6-12.
- Supervise 15 core staff and 90 volunteers for each race weekend
- Work with State land managers to plan and execute each race which includes lodging, emergency services, venue insurance, risk management, etc.
- Serve as a league training coordinator for the National Interscholastic Cycling Association

UAB/Lakeshore Research Collaborative

Birmingham, Alabama

Collaborative Manager, July 2015 – July 2018

- Oversaw daily research operations in our research projects that include budget oversight, risk management, and protocol development.
- Supervised and mentor 15 staff working on the projects
- Monitored grant funds (approx. \$5 million/year)
- Facilitated relationships with external researchers working with the Collaborative and proactively identified new relationships and future direction of the research
- Developed and implemented a 4-day workshop on Transformative Exercise
- Collaborated with national and international researchers to progress Paralympic Sport
- Served on Lakeshore Foundation Risk Management Board and Website Committee

Exercise and Sport Science Laboratory Coordinator, February 2014 – July 2015

- Managed all aspects of the 18 ongoing research projects within the Sports Science Laboratory (equipment, testing, inventory, etc.)
- Worked with managers, coaches, and athletes to coordinate sports science testing
- Developed exercise testing protocols for research projects
- Prepared and monitor IRB applications and guidelines
- Supervised one lab assistant

**Appalachian State/North Carolina Research Campus
Human Performance Lab**

Boone, North Carolina

Research Manager, May 2010 – February 2014

- Coordinated over 45 research studies focused in novel nutrition supplements and their effects on exercise performance, inflammation, oxidative stress, and changes in immune function in athletes
- Helped with the development of IRB applications and designing research protocols
- Managed all aspects of subject recruitment, compliance, and retention for research studies
- Supervised one research assistant
- Organized data analysis, subject reports, and staffing for data collection
- Facilitated internship programs for undergraduate, graduate, and PhD level internships
- Implemented the community fitness testing program
- Performed nutrient analysis and blood assays in the bio-chemistry lab

Professional Boards & CIVIC AFFILIATIONS

United Way Central Alabama Visiting Allocation Team 11 (2022)

Mid-Alabama American Red Cross Board Member (2021-2022)

Birmingham Business Journal NextGenBHM: Health, Tech and Innovation (2020)

TechBirmingham Board Member (2020-Present)

Committee for the Future- Children's of Alabama (Class of 2019)

Birmingham Business Journal Top 40 under 40 class of 2017

Redeemer Community Church Member

Birmingham Business Alliance ON BOARD Member (Summer 2015)

RESNA Committee on Inclusive Fitness (2014-2016)

Fresh Water Land Trust Junior Board Member (Spring 2014-Fall 2016)

Southeastern College of Sports Medicine Member (2010-Present)

Appalachian State University Cycling Team (2009-2010)

What specific objectives would you work towards as a member of the selected board?

Maintaining and expanding the current trail system as it is very heavily used and needs maintenance and upgrades as well as a systematic approach to litter and erosion control. Perhaps an "adopt a trail" program. Otherwise, supporting and assisting with an awesome set of parks, trails, and playgrounds.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I am a marathoner and Eagle Scout, as well as an Alabama attorney. Please see the attached resume. Thank you for your consideration.

Certification

By initialing here (), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

R. Thomas Warburton
Printed Name of Applicant


Signature

08/31/2020
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.
Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

R. THOMAS WARBURTON

3001 Sterling Road • Mountain Brook, AL 35213
(205) 503-1676

1819 Fifth Avenue North • Birmingham, AL 35203
twarburton@bradley.com
(205) 521-8987

PROFESSIONAL EXPERIENCE

BRADLEY ARANT BOULT CUMMINGS LLP
PARTNER

2003 to Present
Birmingham, Alabama

- General civil trial practice
- Substantial jury and non-jury trial experience in State and Federal Courts across the country, including trials in antitrust, business, civil rights, construction, insurance, mineral rights, negligence, product liability, land use, real property, tax, and wrongful termination matters
- Active alternative dispute resolution practice; experienced in multi-party arbitration and mediation
- Experience handling appeals before State and Federal Appellate Courts
- *Best Lawyers in America, Commercial Litigation*, 2016 to Present
- *Benchmark Litigation*, "Litigation Star," Alabama, 2015 to Present; "Future Star," Alabama, 2014
- *Alabama Super Lawyers*, General Litigation, 2014-2015; "Rising Stars," General Litigation, 2010, 2013
- Martindale-Hubbell AV Preeminent Rated

LAW CLERK TO HONORABLE R. FRED LEWIS
Supreme Court of Florida

2001 to 2003
Tallahassee, Florida

PROFESSIONAL HONORS AND ACTIVITIES

MEMBER OF THE FLORIDA BAR	2001
MEMBER OF ALABAMA STATE BAR	2002
MEMBER OF STATE BAR OF GEORGIA	2009
MEMBER OF STATE BAR OF MISSOURI	2013
MEMBER OF THE TENNESSEE BAR	2015

ADMITTED TO PRACTICE IN THE FOLLOWING FEDERAL COURTS:

• United States Court of Appeals for the Fifth Circuit	2003
• United States Court of Appeals for the Eleventh Circuit	2003
• United States District Court for the Northern District of Alabama	2003
• United States District Court for the Middle District of Alabama	2003
• United States District Court for the Southern District of Alabama	2003
• United States District Court for the Middle District of Georgia	2009
• United States District Court for the Northern District of Georgia	2009
• United States District Court for the Northern District of Florida	2009
• United States District Court for the Middle District of Florida	2011
• United States District Court for the Southern District of Florida	2012
• United States District Court for the Western District of Arkansas	2012
• United States District Court for the Eastern District of Arkansas	2012
• United States District Court for the Northern District of Ohio	2012
• United States District Court for the Southern District of Georgia	2014
• United States District Court for the Eastern District of Missouri	2016
• United States District Court for the Middle District of Tennessee	2016
• United States District Court for the Western District of Tennessee	2016

MEMBERSHIPS AND AFFILIATIONS

ALABAMA DEFENSE LAWYERS ASSOCIATION, MEMBER

- Board of Directors

2010-2015

ASSOCIATION OF DEFENSE TRIAL ATTORNEYS, PRIME MEMBER

DEFENSE RESEARCH INSTITUTE, MEMBER

BIRMINGHAM BAR ASSOCIATION

- Young Lawyer Section, Past Executive Committee Member
- Grievance Committee

ALABAMA STATE BAR

- Judicial Liaison Committee, Past Chair
- Leadership Forum Selection Committee, Chair
- Disciplinary Rules and Enforcement Committee
- Alabama State Bar Leadership Forum

ALABAMA COAL ASSOCIATION

BIRMINGHAM AMERICAN INN OF COURT

EDUCATION

UNIVERSITY OF VIRGINIA SCHOOL OF LAW
VIRGINIA MILITARY INSTITUTE

J.D., 2001
B.A., 1998

EDUCATIONAL HONORS AND ACTIVITIES

- GRADUATED FIRST IN CLASS, VIRGINIA MILITARY INSTITUTE
- DILLARD AWARD (MOST DISTINGUISHED LIBERAL ARTS GRADUATE), VIRGINIA MILITARY INSTITUTE
- STOLTZ AWARD (MOST DISTINGUISHED INTERNATIONAL STUDIES GRADUATE), VIRGINIA MILITARY INSTITUTE
- EDITORIAL BOARD, VIRGINIA TAX REVIEW
- PEER ADVISOR, UNIVERSITY OF VIRGINIA SCHOOL OF LAW
- LILE MOOT COURT, FIRST ROUND WINNER
- KAPPA ALPHA ORDER, WASHINGTON & LEE UNIVERSITY

PERSONAL

BOY SCOUTS OF AMERICA TROOP 53, ASSISTANT SCOUTMASTER

INDEPENDENT PRESBYTERIAN CHURCH, MEMBER

MARRIED TO SARAH OLIVER WARBURTON; SON, REED T. WARBURTON, JR.; DAUGHTER, GRAY O. WARBURTON;
AND SON, OLIVER M. WARBURTON

**City of Mountain Brook
Public Service Application**

Date: 8/14/20 Name Blake Russell
 Phone Number: (205) 447-6103 Email: rblakerussell@gmail.com
 Address: 4032 Royal Oak Circle Mt. Brook, AL 35243
Street City State Zip Code

How long have you been a resident of Mountain Brook? 11 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	<u>Parks and Recreation Board</u>
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
<u>Mountain Brook Athletics</u>	<u>2015 - Present</u>	<u>Volunteer Coach</u>

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

I have a 10, 7, and 4 year old that all play sports in Mountain Brook. I'm passionate about youth sports and the facilities and parks in the city. I want to serve the city by joining this board.

What specific objectives would you work towards as a member of the selected board?

Sports facilities and improving the access for our youth
Improving our parks to ensure that people of our
great city can maximize the usage of them

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I coach youth baseball, basketball, and football and
have visibility and understanding of all facilities in Mountain
Brook. I'm passionate about our community and for
being a positive influence to our youth. I'm a leader at
my company and those skills will translate into being a great
board member

Certification

By initialing here (BR), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

Blake Russell

Printed Name of Applicant



Signature

8/4/20

Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.mtnbrook.org or Sam Gaston, City Manager at gastons@mtnbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.

Blake Russell
4032 Royal Oak Circle · Birmingham, Al 35243 · (205) 447-6103
brussell@primetherapeutics.com

Education

University of Alabama, Tuscaloosa, AL
Bachelor of Science in Commerce and Business Administration, 2002
Major: Healthcare Management

Professional Experiences

Prime Therapeutics, Birmingham, AL

Director, Employer Market Sales, February 2020 – Present

- Lead a team of 11 Sales Executives that are responsible for selling prescription drug benefits to employers
- Responsible for the overall sales strategy at the company
- Educate benefit consultants on the value and capabilities of the company
- Establish incentive structures and the sales department budget

Prime Therapeutics, Birmingham, AL

Sales Executive, April 2014 – February 2020

- Collaborate with Blue Cross and Blue Shield of Alabama and key internal stakeholders to develop and execute market positioning strategies
- Responsible for building strong relationships with key consultants in my market
- Build winning strategies for key prospects and pursue the business
- Provide continuous education to client sales, client account management, employer groups, and consultants on key industry topics/trends and new products and services
- Establish and maintain relationships with the Blue Cross Sales, Pharmacy, Proposal, and Underwriting teams

Prime Therapeutics, Birmingham, AL

Account Executive, March 2013 – April 2014

- Manage and provide strategy related to pharmacy spend, benefit consultation, products and services, and group/member satisfaction for forty self insured employer groups
- Execute on the up sell of products and services to employer groups that align with Blue Cross and Blue Shield of Alabama and Prime's corporate initiatives
- Meet with employer groups and report key financial metrics on a quarterly basis
- Provide continuous education to employer groups on key industry topics/trends and new products and services
- Establish and maintain relationships with the Blue Cross account team, employer group administrators, and consultants

Prime Therapeutics, Birmingham, AL

Senior Account Consultant, October 2010 – March 2013

- Responsible for leading strategy related to Home Delivery, Website Services, e-Prescribing, Pharmacy Audit, and other pharmacy product offerings for Blue Cross and Blue Shield of Alabama
- Supported Account Executives on key employer account groups by presenting product strategies during meetings, providing data analysis, managing employer group driven projects, and resolving issues
- Led execution and review of contractual obligations including Performance Guarantees and Service Level Agreements with Blue Cross and Blue Shield of Alabama
- Coordinated efforts regarding Healthcare Reform for Blue Cross and Blue Shield of Alabama
- Created and maintained the Product Service Menu for Blue Cross and Blue Shield of Alabama

Blue Cross Blue Shield of Alabama, Birmingham, AL

Business Analyst, December 2004 – October 2010

- Managed all aspects of Blue Cross and Blue Shield of Alabama's re-accreditation process with the Utilization Review Accreditation Commission (URAC)
- Consulted various business areas (Marketing, Information Technology, Customer Service, Network Services, Health Management) to assure that their processes followed URAC Standards
- Provided development, reporting, and performance analysis services for satisfaction surveys in Customer Service, Health Management, and Pharmacy

City of Mountain Brook Public Service Application

Date: 4/29/2021 Name Oliver Williams

Phone Number: (662) 299 - 3817 Email: oliver.williams@regions.com

Address: 140 Peachtree Road, Mountain Brook, AL, 35213
Street City State Zip Code

How long have you been a resident of Mountain Brook? 8.5 years

Which Board/Commission/Committee are you applying for? (check only one)

Planning Commission	Board of Zoning Adjustments	Board of Landscape Design
Village Design and Review	Board of Education	<u>Parks and Recreation Board</u>
Editorial Board	Finance Committee	Emmet O'Neal Library Board

Previous Board Appointments

Please list any current or previous board appointments you have held for the City of Mountain Brook.

Name of Board	Dates Served

Community Activities

Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

Name of organization	Dates Served	Title, Specific Projects, or Other Info.
Independent Presbyterian Church	2016 – present	Elder; Representative Nominating Committee
Independent Presbyterian Church	2019 – 2021	Pastor Nominating Committee
Monday Morning Quarterback Club	2019- present	Member
United Way of Central Alabama	2021	Tocqueville Society
Parkinson's Association of Alabama	2016-2019	Taste for a Cure Host Committee
Children's of Alabama Renal Care Center	2018-present	Children's Table Planning Committee

Appointment Interest

Please provide a brief statement describing your interest in serving on the selected board.

I am wrapping up a commitment to another organization which has required a significant investment of time and energy. As that commitment comes to an end, I am looking to get engaged in another civic activity. My family and I have been in Mountain Brook for nearly 9 years, and we have seen great change, small and significant, over that period of time. I would love to be engaged in the process of ensuring that Mountain Brook remains a strong and vibrant community that offers a high quality of life, including stable/increasing property values and excellent public schools. I am open to serving in a variety of capacities or roles.

What specific objectives would you work towards as a member of the selected board?

It seems from the outside that the current committees, elected officials, and municipal departments are performing their duties well. My only objective would be to bring my talents to the table to complement the existing committee structure and members in ensuring that Mountain Brook remains a strong and vibrant community that offers a high quality of life.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

I, along with my wife and three daughters, have lived in Mountain Brook since 2012, when we moved to the Birmingham area. I have attached a resume outlining a number of civic and religious organizations I have supported with time and energy. Additionally, my experience at KPMG and Regions has prepared me well to serve on several of these committees. Having three children currently in Mountain Brook schools also gives me a vested interest in ensuring the success of the families and businesses that are in and support the Mountain Brook community.

Certification

By initialing here (OW), I certify the following:

I am a resident of Mountain Brook

I understand the commitment requirements for the board for which I am applying.

I understand that I will be serving without compensation.

I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.

I will keep an open mind and consider all sides of issues presented to the board.

I understand that this application and appointment will become public record.

Oliver Williams
Printed Name of Applicant


Signature

4/29/21
Date

J. Oliver Williams III

140 Peachtree Road – Mountain Brook, AL 35213

Phone: 662-299-3817

oliver.williams@regions.com

WORK EXPERIENCE

REGIONS BANK, *Birmingham, AL* June 2018 - Present

Executive Vice President, Enterprise Risk Management

- Oversee and manage the development and execution of the Company-wide framework for managing and overseeing material firm-wide risks
- Oversee execution of enterprise-wide risk monitoring and reporting programs
- Lead the development of the Risk Management division strategic plan as a component of the Company-wide strategic plan
- Manage Company-wide regulatory operations, including all interactions with and examinations by the Company's prudential regulators
- Manage and oversee Model Validation & Risk Management team and company-wide governance and guidelines to manage the efficacy of all models and analytical tools
- Oversee the design and implementation of Risk Management technology platforms

Senior Vice President, Enterprise Risk Management September 2012 – June 2018

- Manage Board of Directors' Risk Committee and Enterprise Risk Management Committee reporting and administration team
- Develop and coordinate Risk Management division strategic plan and serve as primary Risk Management liaison to Finance and Strategic Planning in the development of the Company's strategic plan
- Annual Comprehensive Capital Analysis & Review (CCAR) and Capital Planning
- New products, initiatives and strategies risk assessment and diligence
- Mergers & Acquisitions due diligence
- Design and administration of the Board-approved Enterprise Risk Appetite Statement
- Design and execute enterprise-wide risk management frameworks and programs
- Manage team of Risk Management liaisons to Business Group management
- Develop framework and provide oversight of development of business-level risk appetite statements and risk assessments
- Design and execute enterprise-level emerging risk management program

KPMG LLP, *Memphis, TN* August 2007 – September 2012

Audit Manager (July 2012 – September 2012)

Senior Audit Associate (July 2009 – June 2012)

Audit Associate (August 2007 – June 2009)

- Lead senior in an audit attestation engagement and internal control evaluation (as required under Section 404 of the Sarbanes-Oxley Act) for an SEC registrant in the financial services industry for three years

- Perform reviews and tie-outs of documents to be filed with the SEC (10-K, 10-Q, 11-K, etc.) and assisted with the preparation of financial statements and footnote disclosures for non-SEC registrants
- Conduct technical research and document comprehensive understanding of the appropriate treatment related to various accounting topics.
- Supervise and manage audit fieldwork, including mentoring and managing staff as well as establishing strong working relationships with peers and partners.
- Manage client and team personnel, budget management and audit planning and execution.
- Selected as a delegate to the 2010 National Senior Associate Council Leadership Forum.
- KPMG National Instructor

EDUCATION

UNIVERSITY OF MISSISSIPPI, *Oxford, MS*
Master of Accountancy, May 2007
Bachelor of Accountancy, May 2006

CERTIFICATIONS & CIVIC ACTIVITIES

- Certified Public Accountant (inactive)
- *Elder*, Independent Presbyterian Church, Birmingham, AL
- *Risk Management & Insurance Advisory Board*, Samford University, Brock School of Business
- Monday Morning Quarterback Club
- *Tocqueville Society*, United Way of Central Alabama
- *Volunteer*, Children's of Alabama Renal Care Center & *Children's Table*
- *Host Committee*, Parkinson's Association of Alabama, *Taste for a Cure*
- *Volunteer*, Junior Achievement of Greater Birmingham



Update on Projects – Flooding/Drainage Issues December 09, 2022 update

1. **900 block of Euclid Avenue** - Plans complete – working on bid docs

2. **Richmar "The Cut"**
Preliminary plan complete – Ready to discuss with City and await directions on how to proceed.

3. **3669 Northcote Under Construction**

4. **Junior High Drainage** – Construction under Contract

5. **Pinecrest Road at Canterbury Methodist**
Design complete. Working on Bid Docs. Want to issue by 12/16.

6. **Cherry Street Drainage**
Design 90% complete – Completing design and developing Bid Docs to issue week of 12/12

7. **Canterbury/Surrey Road Drainage Improvements** – Design 85% complete. Working on alternate design to possibly address flooding at Surrey

8. **Fairmont Drive/Lorena Lane** – Surveying complete. **Want to issue drawings by 12/16**

9. **Crestline Branch from Cherry Street to Montcrest Drive** – Preliminary scheme and cost estimate has been presented to the City. Awaiting direction.

10. **Ordinance and Regulations.** Basin base map 80%. Drainage basins in City 80% complete. Prioritization of basins almost complete. Proposed new regulations now under consideration.



CITY OF MOUNTAIN BROOK

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: December 12, 2022

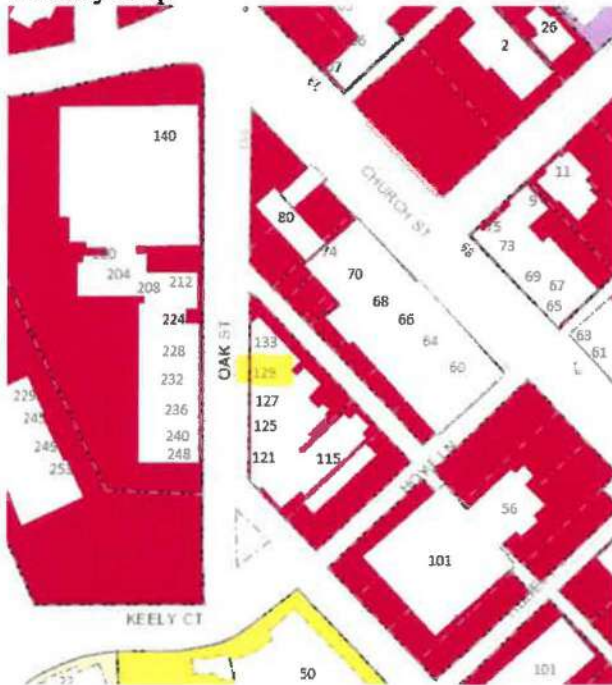
TO: Mayor, City Council & City Manager

FROM: Dana Hazen, City Planner

RE: Family Expeditions, LLC and Antlers & Anglers Worldwide, LLC.
129 Oak Street

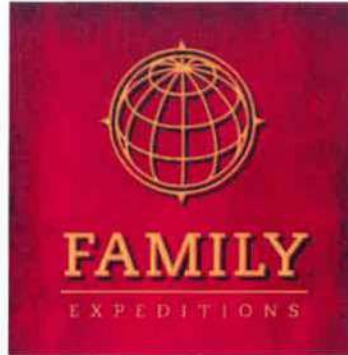
Corinna and Kevin Slaughter are seeking approval of a service use for a travel agency in Crestline Village. See attached letter from the applicant for the details of the proposed operational characteristics. It is not anticipated that this use would be detrimental to street parking in the vicinity.

Vicinity Map



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

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



11/30/22

Dear Mountain Brook city council,

Please consider our applications for business licenses at 129 Oak Street for Family Expeditions, LLC and Antlers & Anglers Worldwide, LLC.

Both companies are owned and operated by Corinna and Kevin Slaughter and their daughter Josie Slaughter.

- We are a family company with 3 people working on site.
- Our client base is located around the USA and we rarely have patrons visit us on site. Close to zero is a good number.
- We will park in the designated 2 spots located behind our building or if all 3 of us are in the office at the same time, the 3rd person will park in the all-day parking on Memory Court or on Dan Watkins.
- We have 2 designated parking spots behind our building
- Hours of operation vary depending on when we are on site as we travel a lot. Typically, M-F 9:30 – 5:30

Thank you for your consideration.

Kind regards,

Corinna and Kevin Slaughter

**SAMPLE MUNICIPAL TREE
ORDINANCE – WITH TREE BOARD**

Be it ordained by the City Council of the City of:

(City) _____

(State) _____

Section 1. Purpose.

To enhance the quality of life and the present and future health, safety, and welfare of all citizens, to enhance property values, and to ensure proper planting and care of trees on public property, the City Council herein delegates the authority and responsibility for managing public trees, creates a Tree Advisory Board, establishes practices governing the planting and care of trees on public property, and makes provision for the emergency removal of trees on private property under certain conditions.

Section 2. Definitions.

As used in this Article, the following words and phrases shall have the meanings indicated:

Damage – any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

Nuisance – any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety and welfare.

Parkway – the area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

Public property – all grounds and rights-of-way (ROWS) owned or maintained by the City.

Public tree – any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

Top or Topping – the non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

Section 3. Authority and power.

- (a) **Delegation of authority and responsibility.** The Director of the _____ Department and/or his designee, hereinafter referred to as the "Director", shall have full authority and responsibility to plant, prune, maintain and remove trees and woody plants growing in or upon all municipal streets, rights-of-ways, city parks, and other public property. This shall include the removal of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.
- (b) **Coordination among city departments.** All city departments will coordinate as necessary with the Director and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements and other public properties not under direct jurisdiction of the Director.
- (c) **Interference.** No person shall hinder, prevent, delay, or interfere with the Director or his agents while engaged in carrying out the execution or enforcement of this Ordinance.

Section 4. Tree advisory board.

The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

- (a) **Membership.** The Board shall consist of seven members approved by City Council. Members of the Board will serve without compensation.
- (b) **Term of office.** Board members shall be appointed for three-year staggered terms. If a vacancy shall occur during the term of any member, a successor shall be appointed by City Council.
- (c) **Officers.** The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
- (d) **Meetings.** The Board shall meet a minimum of four times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.
- (e) **Duties.** The Board shall act in an advisory capacity to the Director and shall:
 - (1) Coordinate and promote Arbor Day activities;
 - (2) Review and update a five-year plan to plant and maintain trees on city property;
 - (3) Support public awareness and education programs relating to trees;
 - (4) Review city department concerns relating to tree care;
 - (5) Submit an annual report of its activities to the city council;
 - (6) Assist with the annual application to renew the Tree City USA designation;
 - (7) Develop of a list of recommended trees for planting on city property, and a list of prohibited species; and
 - (8) Other duties that may be assigned by City Council.

Section 5. Tree planting and care standards.

- (a) **Standards.** All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- (b) **Requirements of franchise utility companies.** The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.
- (c) **Preferred species list.** The Director shall maintain an official list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in height at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission; other species may be planted with written approval from the Director.
- (d) **Planting distances.** The Director shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection or within ten (10) feet of a fire hydrant.
- (e) **Planting trees under electric utility lines.** Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.
- (f) **Protection of public trees during construction.** Any person, firm, corporation, or city department performing construction near any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.

Section 6. Prohibition against harming public trees.

- (a) It shall be unlawful for any person, firm or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Director.
- (b) It shall be unlawful for any person, firm or corporation to attach any cable, wire or signs or any other object to any street, park, or public tree.
- (c) It shall be unlawful for any person, firm or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Director.

Section 7. Adjacent owner responsibility.

- (a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.
- (b) No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

Section 8. Certain trees declared a nuisance.

- (a) Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.
- (b) Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The City may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the Director within the written notification period.

Section 9. Violations and penalty.

Any person, firm or corporation violating any provision of this Ordinance shall be deemed guilty of a misdemeanor and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense.

Section 10. Appeals.

Appeals to decisions by the Director, the Tree Advisory Board, or penalties imposed after violations of this ordinance, shall be heard by City Council.

Proposed changes to Tree Ordinance:

Section 7. Adjacent owner responsibility.

(a) The owner of land adjacent to any city street or highway, when acting within the provisions of this Ordinance, may plant and maintain trees in the adjacent parkway area. Property owners are responsible for the reasonable and routine maintenance of trees and other landscaping in the adjacent parkway area.

(b) No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent parkway to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the Director shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work to address the issue(s).

Section 8. Certain trees declared a nuisance.

(a) Any tree, or limb thereof, on private property determined by the Director to have contracted a lethal, communicable disease or insect; to be dead or dying in close proximity to the public right of way; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.

(b) Private property owners have the right to remove or treat nuisance trees on their property at their own expense.

Sam Gaston

From: Vincent J. Schilleci III <VSchilleci@maynardcooper.com> on behalf of Vincent J. Schilleci III
Sent: Thursday, December 01, 2022 2:28 PM
To: Sam Gaston; whitcolvin@bishopcolvin.com
Cc: Jason Carmack
Subject: Mountain Brook First Responder Foundation
Attachments: Memo regarding Formation of Mountain Brook First Responders Foundation (06575841x80C68).DOCX

Importance: High

Sam,

It was great catching up with you earlier this week and thank you for sharing Whit's contact info. As we discussed, I met with the Chief Loggins, Chief Mullins and Deputy Chief Carmack earlier this week about the Foundation. I think we have a good idea about the charitable purpose and charitable activities the Foundation will undertake. Now, we need to finalize the governance issues so we can form the entity and get the board of directors appointed. I've attached the memo I prepared with a recommendation for the board compensation make-up as follows:

- 3 directors will be appointed by the City Council (one director for one year; one director for two years; and one director for three years);
- 3 directors will be appointed by the Mayor (one director for one year; one director for two years; and one director for three years)
- The executive director of the Chamber of Commerce serves as an ex officio board member

While this all works well in theory, I'm sure there are hoops the city council/mayor need to jump through in order to make this happen. Whit, I'm happy to jump on a call with you to discuss what we need to do. I plan to include this in the bylaws of the entity (and possibly in the Certificate of Formation).

Best,

Vince

Vincent J. Schilleci III

Shareholder | Trusts, Estates & Fiduciaries & Family Business

P: 205.254.1106

VSchilleci@maynardcooper.com | V-card

1901 Sixth Ave N, Suite 1700
Birmingham, AL 35203



ALABAMA | CALIFORNIA | FLORIDA | GEORGIA | IOWA | NEW YORK | TENNESSEE | TEXAS | WASHINGTON, D.C.



MEMORANDUM

TO: Mayor Stewart Welch
Representative David Faulkner
Chief Jaye Loggins
Chief Chris Mullins
Sam Gaston

FROM: Vincent J. Schilleci III

RE: Discussion Items Needed for formation of Mountain Brook First Responder Foundation

DATE: September 26, 2022

As we discussed at our initial meeting, in order to form the Mountain Brook First Responder Foundation (the "Foundation") there are two main areas of law to focus on, state law and tax law. State law governs the formation and operation of the Foundation. As we discussed, we plan to form a non-member, non-profit corporation under Alabama law. In addition to state law concerns, tax law also governs the operation of the Foundation. In order to be recognized as a tax-exempt entity under section 501(c)(3) of the Internal Revenue Code ("IRC"), a non-profit corporation must follow the organizational requirements IRC section 501(c)(3), specifically:

- The Foundation must be organized and operated solely for exempt purposes under 501(c)(3) (i.e. charitable, educational, lessening the burdens of government, etc.)
- None of the Foundation's earnings may inure to any private shareholder or private individual
- The Foundation may not attempt to influence legislation as a substantial part of its activities
- The Foundation may not participate in any campaign activity for or against political candidates
- Upon the dissolution of the Foundation, its assets must be distributed to another entity exempt under 501(c)(3)

Attached to this memo is a paper copy of Form 1023, Application for Recognition of Exemption Under 501(c)(3) of the Internal Revenue Code for each of your review. Note that under new regulations, all Form 1023s must be submitted electronically. In order to get started with the formation of the Foundation and the submission of the Form 1023 for the Foundation, we need to think about and answer the following:

- What is the purpose of the Foundation? Though I recommend that we keep the purpose as broad as possible to provide flexibility for any expanded programs in the future, we do need to have some definition in the purpose to communicate to potential donors. I suggest the following: *The purposes for which the Foundation is organized are exclusively for charitable, religious, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the IRC, and its regulations as they now exist or as they may hereafter be amended. Without limiting the foregoing, the purposes for which the Foundation is organized shall include, without limitation, providing financial assistance and a network of support to current and future first responders employed by the City of Mountain Brook, Alabama, and their family members, in the event of any emergency affecting such current and future first responders employed by the City of Mountain Brook, and their family members.*
- Foundation Governance
 - Since this will be a non-member, non-profit corporation, we need to determine how many directors will serve on the Foundation board. Typically, this needs to be an odd number in order to avoid a tie. In addition, we need to determine how each director will be appointed/chose? As we discussed, it would be helpful if some or all of the directors are appointed by the Mountain Brook City Council and/or Mayor. In addition, I recommend that the directors serve staggered terms to avoid having wholesale turnover in any given year. Perhaps each director serves a three year term with a maximum of two consecutive terms. I suggest the Foundation have 7 directors and that they be selected as follows:
 - 3 directors will be appointed by the City Council (one director for one year; one director for two years; and one director for three years)
 - 3 directors will be appointed by the Mayor (one director for one year; one director for two years; and one director for three years)
 - The executive director of the Chamber of Commerce serves as a board member
 - In order to avoid conflicts of interest, neither chief will serve as voting directors. Rather, they will serve in a non-voting, consultant capacity. In

addition, I recommend that the Mayor and a City Council member each serve in a non-voting, consultant capacity.

- Foundation Activities
 - What activities will the Foundation conduct to complete its charitable purpose? I know this seems like a tough question to ask at the beginning of this process, but it is key to have a defined plan in place in order to complete the Form 1023. The following items in the Form 1023 require detailed information about the Foundation's planned activities:
 - Part IV, Narrative Description of Activities
 - Part VI, Your Members and Other Individuals and Organizations that Receive Benefits from You
 - Part VIII, Specific Activities
 - Schedule H, Organizations Providing Scholarships, Fellowships, Educational Loans, or Other Educational Grants to Individuals and Private Foundations Request Advance Approval of Individual Grant Procedures (to the extent applicable)
 - As you can see from the Form 1023, there are a number of detailed questions regarding the planned activities of the Foundation. Before we can finalize and submit the Form 1023, we will need to finalize the initial plans related to:
 - Fundraising activities
 - Grants to eligible recipients (including determining eligibility for, and maximum amount of, grants; the application process for grants; how the board of directors will approve grants);
 - Scholarships to eligible recipients (including determining eligibility for, and maximum amount of, scholarships; the application process for scholarships; how the board of directors will approve scholarships)
- Financial Information and Compensation
 - Part IX of Form 1023 requires new entities to provide a statement of revenues and expenses for the current year and two years of prospective revenues and expenses

September 26, 2022

Page 4

- Part IX of Form 1023 also requires new entities to provide a balance sheet for the current or most recent completed tax year
- Will the Foundation employ and executive director or any other employees? If so, we will need to list the details in Part V of the Form 1023

As you can see, there are a number of items that need to be finalized before we can submit the Form 1023 to the IRS. Under the IRC, an entity has 27 months to submit the Form 1023 for the exempt status to apply to the date of formation of the Foundation. That being said, the sooner we can submit the Form 1023 the better so the Foundation can provide a copy of the submitted Form 1023 to any potential donors. Once everyone has had a chance to review, perhaps we should schedule another meeting to discuss and finalize these items to form the Foundation.

RESOLUTION NO. 2018-178

BE IT RESOLVED by the City Council of the City of Mountain Brook, Alabama, that City Council hereby authorizes the execution of a right-of-way encroachment agreement between the he City and TJB, LLC, in the form as attached hereto as Exhibit A, with respect to the property located at 142 Spring Street.

ADOPTED: This 10th day of December, 2018.



Council President

APPROVED: This 10th day of December, 2018.



Mayor

CERTIFICATION

I, Steven Boone, City Clerk of the City 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 meeting held on December 10, 2018, as same appears in the minutes of record of said meeting.



City Clerk



Judges Alan L. King & Sherri C. Friday
Judge of Probate
Jefferson County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, AL 35203
(205) 325-5300

CUSTOMER INFORMATION

CITY OF MOUNTAIN BROOK

TRANSACTION INFORMATION

Transaction #:	5962661	Source Code:	Over the Counter
Receipt #:	992872	Return Code:	Over the Counter
Cashier Date:	12/11/2018	Comments:	
Print Date:	12/11/2018		
Cashier By:	HERVEYA		

AGREEMENT

Instrument.: 2018125227

From: MOUNTAIN BROOK ALABAMA To:

RECORDING FEE	\$26.00
ARCHIVAL FEE	\$11.00

Document Total: \$37.00

PAYMENT: CHECK	2938	AMOUNT:	\$37.00
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Void / Revised Reason:

Total Payments: \$ 37.00	Total Fees: \$ 37.00	Shortage: \$ 0.00
Overage: \$ 0.00	Total Change Returned: \$ 0.00	

Casey Wheeler
422-1334

THIS INSTRUMENT PREPARED BY:

TJB LLC

County Division Code: AL040
Inst. # 2018125227 Pages: 1 of 8
I certify this instrument filed on
12/11/2018 10:31 AM Doc: AGREE
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$37.00

Clerk: HERVEYA

JEFFERSON COUNTY }
STATE OF ALABAMA }

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this _____ day of _____ 201_, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and TJB LLC (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 142 SPRING STREET
Parcel ID #: 2300383605038.000
Legal Description CRESTLINE HEIGHTS LOT 1

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee desires to install and maintain PAVED DRIVE at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intend that the Improvement will be used by the occupants of the Property or their guests;

WHEREAS, part or all of the area in which the Improvement will be installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to install and use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the construction, installation, maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City, which consent shall not be unreasonably withheld.

6. All plans, designs and work to construct any contemplated encroaching Improvement shall be subject to review and approval of the City's Building Inspection Department, or such other department as the City may designate. Further, the Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or claimed to have been supplied to construct or maintain any encroaching

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to any third party.


(c) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(d) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(e) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

ATTEST:



City Clerk

CITY OF MOUNTAIN BROOK, ALABAMA

By: 

Mayor

LICENSEE (if individual)

LICENSEE (if individual)

LICENSEE (if entity)

TJB LLC

Name of Entity

By: 

Its: 

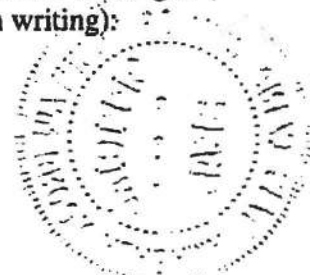
Improvement (collectively, a "Lien"). If such a Lien is filed, then the Licensee, after notice of its filing, promptly shall either (a) cause the same to be discharged by depositing adequate funds in court or issuing a bond; or (b) indemnify the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:
City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213



To the Licensee:
TJB LLC
463 Renaissance Drive
Hoover, AL 35226

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Stewart H. Welch II, Mayor whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this 10th day of Dec, 2018.

Steven Boone

NOTARY PUBLIC

My Commission expires: 4/13/2021

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Individual)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

(For Use if Licensee is Entity)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Tony Brantley whose name as Owner of TJB LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she as such officer and with full authority, executed same voluntarily for and as the act of said entity.

Given under my hand and official seal this 5th day of Nov., 2018

Blake Haynes

NOTARY PUBLIC

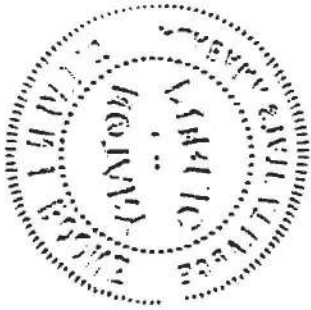
My Commission expires: 3-3-20



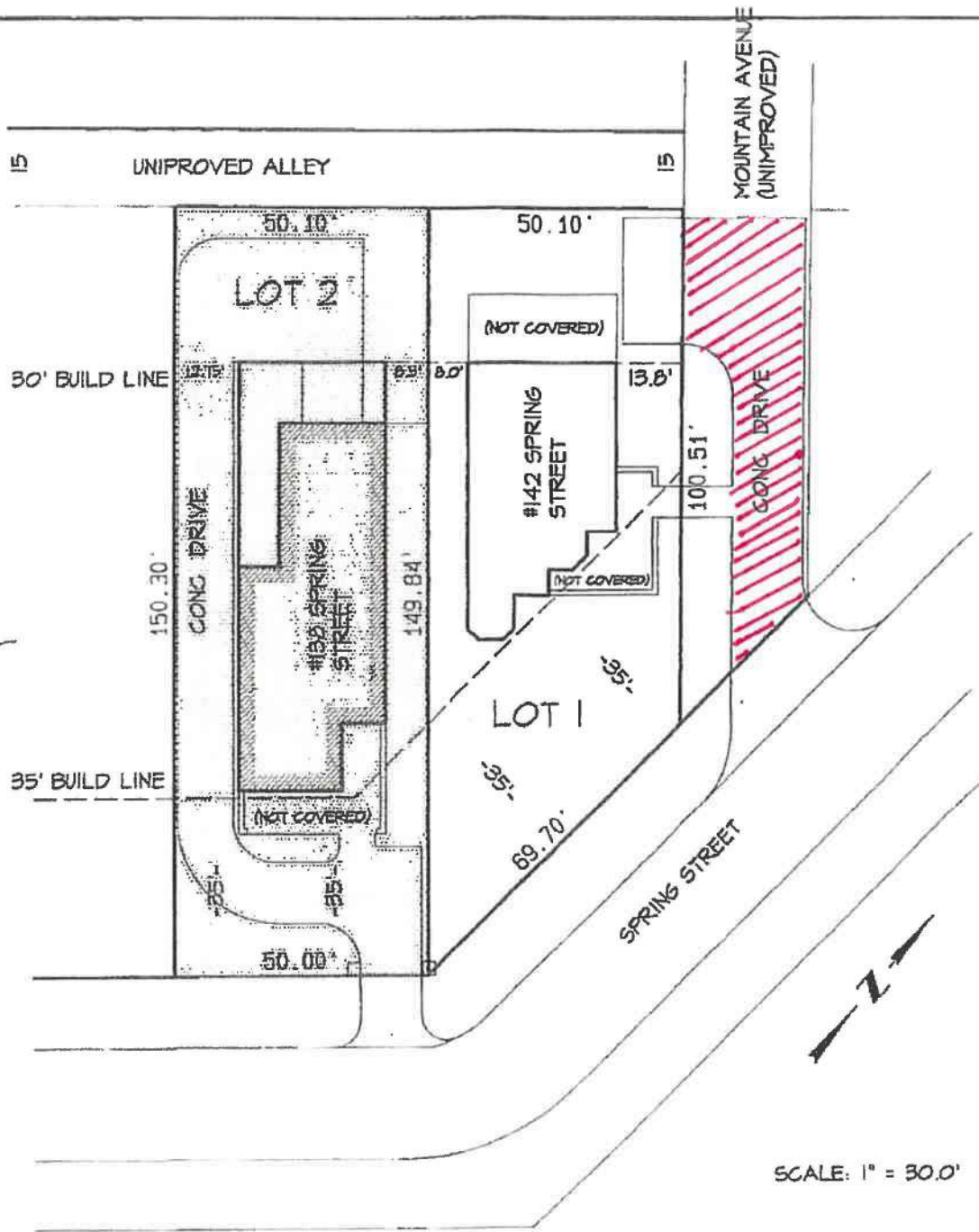
Aug 2014

EXHIBIT A - DEPICTION OF ENCROACHMENT AREA

See attached.



142 Spring St



PROPOSED PLOT PLAN

LOT 2 BLOCK 7 ACCORDING TO THE MAP OF
CRESTLINE HEIGHTS
AS RECORDED IN MAP BOOK 7, PAGE 16

THIS INSTRUMENT PREPARED BY:

**JEFFERSON COUNTY }
STATE OF ALABAMA }**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

This Right of Way Encroachment License Agreement (the "Agreement") is entered this ____ day of _____, 20____, by and between the City of Mountain Brook, Alabama, a municipal corporation (hereinafter the "City" or "Licensor"), and William Smith and Carrie Rothermel (hereinafter individually or collectively referenced for purposes of this Agreement as the "Licensee").

WITNESSETH:

WHEREAS, the Licensee represents that it owns the following real property located in the City of Mountain Brook, Jefferson County, Alabama:

Address: 142 SPRING STREET
Parcel ID #: 2300 333005038.001
Legal Description CRESTLINE HEIGHTS LOT I

(the "Property");

WHEREAS, the Property abuts right(s) of way that is owned by the City and reserved for the use of the general public (the "City ROW");

WHEREAS, the Licensee has acquired a property with a paved drive located within the municipal right-of-way as previously authorized by the City upon the adoption of Resolution No. 2018-178; and

WHEREAS, the Right-of-Way Encroachment Agreement authorized by the City in Resolution 2018-178 expired by its own terms when the Property was conveyed to Licensee; and

WHEREAS, Licensee has requested that the City permit them to maintain said drive at the location depicted on the attached Exhibit "A" (collectively hereinafter the "Improvement"), and intends that the Improvement will be used by the occupants of the Property or their guests; and

WHEREAS, part or all of the area in which the Improvement was installed lies within and encroaches upon the City Right of Way (hereinafter, the "Encroachment Area"); and

WHEREAS, subject to terms, conditions and understandings herein, the City agrees to grant the Licensee a non-exclusive, revocable license to use the encroaching Improvement within the City ROW.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The City grants the Licensee a non-exclusive, revocable license to utilize the City ROW for purposes reasonably related to the maintenance and use of above-described encroaching Improvement within the Encroachment Area (the "License"). No other uses of the City ROW are authorized.

2. The Licensee agrees and acknowledges that this Agreement grants it (or them) only a license, not any interest, title, permanent right or estate. The grant made hereunder is personal to the Licensee and does not run with the land. Further, the Licensee agrees to not claim any permanent interest in the Encroachment Area by entering into this Agreement or by its use of any contemplated encroaching Improvement.

3. The Licensee agrees to (a) keep the Encroachment Area clean and free of debris, weeds or overgrown grass, (b) maintain the contemplated encroaching Improvement in good and sound condition, and (c) not use the Encroachment Area or any encroaching Improvement in a manner that creates a hazard or causes damage to any third persons or adjacent properties.

4. The Licensee acknowledges that, in the event that the City, in the exercise of its sole discretion, determines that the Licensee's utilization of the Encroachment Area or the Improvement conflicts with City's use of or plans to use that Area, it may revoke the License effective upon providing the Licensee written notice from the Mayor, the City Manager or the City's other executive official. If the License is revoked, the City, in the exercise of its sole discretion, either (a) may request that the Licensee, at its (or their) expense, remove any encroaching Improvement and restore the City ROW to a condition that is reasonably satisfactory to the City within thirty (30) days after the receipt of notice of revocation, or (b) at the City's expense, may remove any encroaching Improvement placed by the Licensee in the Encroachment Area. If the City revokes the License, the Licensee waives and releases the City from any and all claims for expenses incurred by the Licensee to construct or maintain any Improvement in the Encroachment Area.

5. The Licensee may not assign or transfer this Agreement (or any benefit, right or obligation hereunder) to any third party without advance written consent by the City.

6. The Licensee agrees that all operations related to the installation or maintenance of any such Improvement will comply with applicable federal, state and local laws, ordinances and regulations (including but not limited to, license and permit requirements) that relate to those operations.

7. The Licensee shall not permit any mechanic or materialman's lien to be filed against the City or concerning the Encroachment Area by reason of any labor, services, materials or equipment supplied or equipment supplied or claimed to have been supplied to construct or maintain any encroaching Improvement (collectively, a "Lien"). If such a Lien is filed, the Licensee, after notice of its filing,

promptly shall either (a) cause the same to be discharged by depositing the adequate funds in court or issuing a bond; or (b) indemnifying the City against any loss from a Lien by posting security or taking other actions that are reasonably satisfactory to the City.

8. The Licensee, for itself and on behalf of any of its heirs, personal representatives, authorized assigns or other persons or entities that may succeed to its interest in this Agreement (collectively the "Licensee" for purposes of this provision) agrees to waive, release, indemnify, defend and hold harmless the City, and its officers, employees, and representatives (collectively for purposes of this provision, the "City"), from and against any claim, liability, loss, expense (including, reasonable attorney fees and costs of court), demand or action asserted against the City by the Licensee or by any third party claiming personal injury, property damage or any other loss of any kind (collectively, a "Claim") that arises from or is in any manner related to (a) the Licensee's use of the License granted herein or the Encroachment Area, or (b) any encroaching Improvement placed in the City ROW. The scope of this indemnification obligation includes Claims that are caused or allegedly caused in whole or part by the negligence of the City; provided that the Licensee shall not be obligated hereunder to indemnify the City for Claims that are caused by the gross negligence or willful misconduct of the City.

9. If the Licensee removes or substantially modifies an encroaching Improvement after this Agreement is executed, it shall not replace or construct another or different Improvement or structure in the City ROW without advance approval from the City; provided that nothing herein shall prohibit the Licensee from maintaining, repairing or refurbishing any encroaching Improvement contemplated by this Agreement. However, Licensee shall not expand the Improvement without advance approval from the City.

10. All notices that may be required to be given hereunder shall be deemed to have been properly given if in writing and (a) if personally delivered, or (b) sent either by registered or certified mail, postage prepaid, and addressed as follows, or by nationally recognized overnight courier to the following address (or such other address as a party may designate in writing):

To the City:

City of Mountain Brook, Alabama
Attention: City Manager
56 Church Street
Mountain Brook, AL 35213

To the Licensee:

Notices shall be deemed given upon receipt or refusal of delivery.

11. Miscellaneous Provisions.

(a) This Agreement may not be amended or modified unless all parties execute a writing that is signed by their duly authorized representatives.

(b) The failure of the City to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver of its right to subsequently compel enforcement of that or any other term, condition or provision herein. The rights, benefits and obligations under this Agreement may be waived only in a writing signed by the parties.

(c) This Agreement, and the conditions, terms and provisions herein, do not create, and are not intended to create or confer any benefit to benefit to any third party.

(d) This Agreement contains the complete agreement of the parties concerning the subject matter herein. Any prior negotiation, agreement or understanding, whether oral or written, concerning the matters addressed herein is superseded and of no effect unless expressed herein.

(e) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile or other form of electronic transmission, and any signature so transmitted will be given the same force and effect as an original signature

(f) If requested by the City, the Licensee shall record a fully-executed form of this Agreement in the real property records of the Probate Court for Jefferson County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date hereinabove set forth.

Signature page follows

ATTEST:

CITY OF MOUNTAIN BROOK, ALABAMA

City Clerk

Mayor

LICENSEE (if individual)

LICENSEE (if individual)

LICENSEE (if entity)

Name of Entity

By: _____

Its: _____

STATE OF ALABAMA) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that Stewart H. Welch III, Mayor whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of December, 2022.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)) (For Use if Licensee is Individual)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of December, 2022.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA) (For Use if Licensee is An Entity)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public duly commissioned in and for the County and State aforesaid, hereby certify that _____ whose nameas _____ of _____, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed same voluntarily.

Given under my hand and official seal this _____ day of December, 2022.

NOTARY PUBLIC

My Commission Expires: _____