

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

**PRE-COUNCIL ROOM (A106) CITY HALL
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213
JANUARY 26, 2015
6:00 p.m.**

1. Presentation of South Brookwood Road at Brookwood Forest Elementary traffic study – Richard Caudle of Skipper Consultants. (See attached information. This item may be continued to the February 9th meeting)
2. Presentation of Hastings Road and Laurel Lane traffic study – Richard Caudle of Skipper Consultants. (See attached information. This item may be added to the formal agenda)
3. Traffic study proposed for English Village including exit from Little Hardware and left-turn arrow from Cahaba Road southbound onto Fairway Drive (or include this in one (1) of the eight (8) intersections to be reviewed under the APPLE grant?. See attached information. This item may be added to the formal agenda)
4. Set date for public involvement meeting for our APPLE grant to determine which eight (8) traffic intersections are to be reviewed by City and Skipper Consultants. (See attached information. This item may be added to the formal agenda)
5. Southern Lights franchise agreement – Steve Stine and Chris Glenos.(See attached information. This item may be added to the formal agenda)
6. Athletic Field Leases/Agreements update – White Colvin



South Brookwood Road at Brookwood
Forest Elementary School
Mountain Brook, Alabama

Traffic Study

Prepared for:

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Prepared by:

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December, 2014



SIGNED: _____

DATE: _____

INTRODUCTION

This report documents a traffic study performed for the City of Mountain Brook, Alabama in response to public concerns regarding traffic safety on South Brookwood Road in the vicinity of Brookwood Forest Elementary School. The location of the school with respect to the area roadway network is shown in Figure 1.

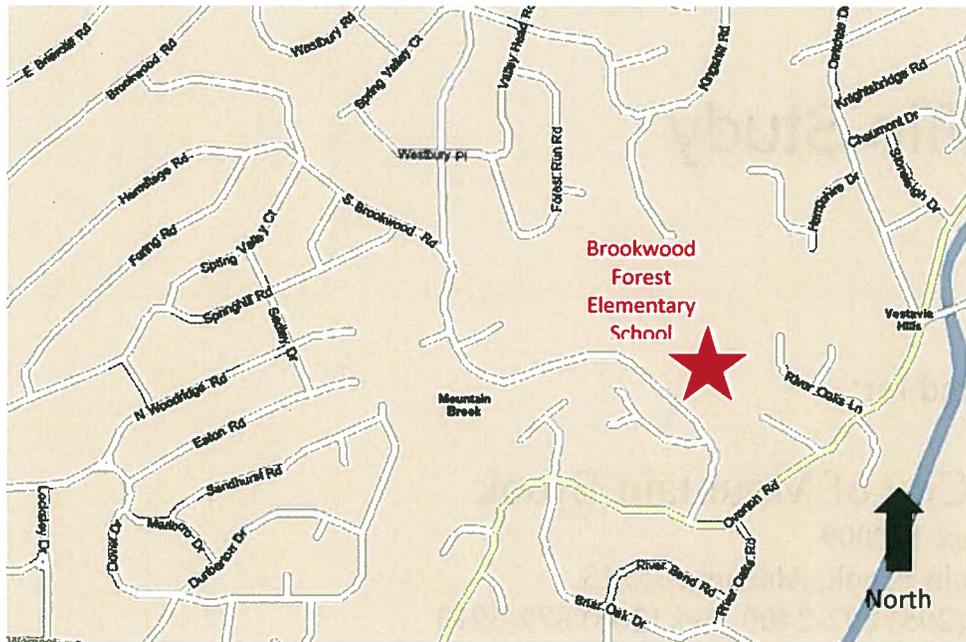


Figure 1. Site Location Map

The existing campus of Brookwood Forest Elementary School is served by three access points to South Brookwood Road. There is a bi-directional access to the school on the south side of the school which lines up with Brookwood Trace. This will be known as the “Lower Access” in this study. And there is a pair of one-way accesses to the school on the northwest side of the school. These will be known collectively as the “Upper Access” in this study. An aerial photograph with access features annotated is included in Figure 2.



Figure 2. Aerial View – Brookwood Forest Elementary School

A summary of the traffic concerns raised by parents of children at the school was provided to Skipper Consulting, Inc. in the form of notes from a meeting dated October 8, 2014. A copy of these meeting notes is included in Appendix A of this report. The concerns which are addressed in this study are as follows:

- South Brookwood Road southeast-bound is blocked coming from Brookwood Road during the time of the afternoon carpool. The existing on-campus vehicle storage and left turn lane on South Brookwood Road are of insufficient length to store the standing carpool queue. This results in vehicles attempting to pass the standing queue of vehicles waiting in the carpool line, either in the northwest-bound lane of South Brookwood Road or on the shoulder.
- South Brookwood Road northbound is blocked coming from Overton Road during the time of the afternoon carpool. The existing on-campus vehicle storage is of insufficient length to store the standing carpool queue. This results in vehicles attempting to pass the standing queue of vehicles waiting in the carpool line in the southbound lane of South Brookwood Road.
- Erratic and unsafe actions by drivers attempting to go around the standing queues of vehicles results in safety concerns for pedestrians.

There have been several different attempts made to rectify these concerns in the past without apparent success. These attempts were documented in the October 8, 2014 meeting minutes. Some of these efforts have included:

- Changing carpool procedures
- Police presence and enforcement
- Public awareness
- Volunteer traffic control by parents

Previous studies have been performed and solutions have been recommended; however none of the previous recommendations have been implemented. For example:

- In 2006, Skipper Consulting, Inc. produced a document which made the following recommendations concerning the carpool operation at Brookwood Forest Elementary School. A summary of this document is included in Appendix B.
 - Widen the Lower Access to allow two inbound lanes
 - Construct a right turn lane on South Brookwood Road northbound at the Lower Access
 - Modify the on-site circulation at the Upper Access to allow more vehicles to be stored on-site
 - Extend the existing left turn lane on South Brookwood Road southeast-bound at the Upper Access
- In 2005, Sain Associates undertook a safety study for all the schools in the Mountain Brook school system. Regarding Brookwood Forest Elementary School, it was recommended that the parking area at the Upper Access be striped and carpool operations be modified. A sketch from the Sain Associates report is included in Appendix C.

This report addresses recommendations which would normally be considered “low-cost” and “short-term”. It is still the opinion of Skipper Consulting, Inc. that long-term improvements which would entail higher costs, such as the improvements included in our 2006 recommendations, are needed to correct existing deficiencies in the carpool operation at Brookwood Forest Elementary School.

BACKGROUND INFORMATION

Roadway Descriptions

In the vicinity of the site, South Brookwood Road is a two lane local roadway with a posted speed limit of 25 miles per hour. A school zone speed limit of 15 miles per hour (“When Children Are Present”) has also been established on South Brookwood Road. There is a sidewalk along the west side of South Brookwood Road from Overton Road to Hermitage Road. See Figure 3 for a general representation of South Brookwood Road.



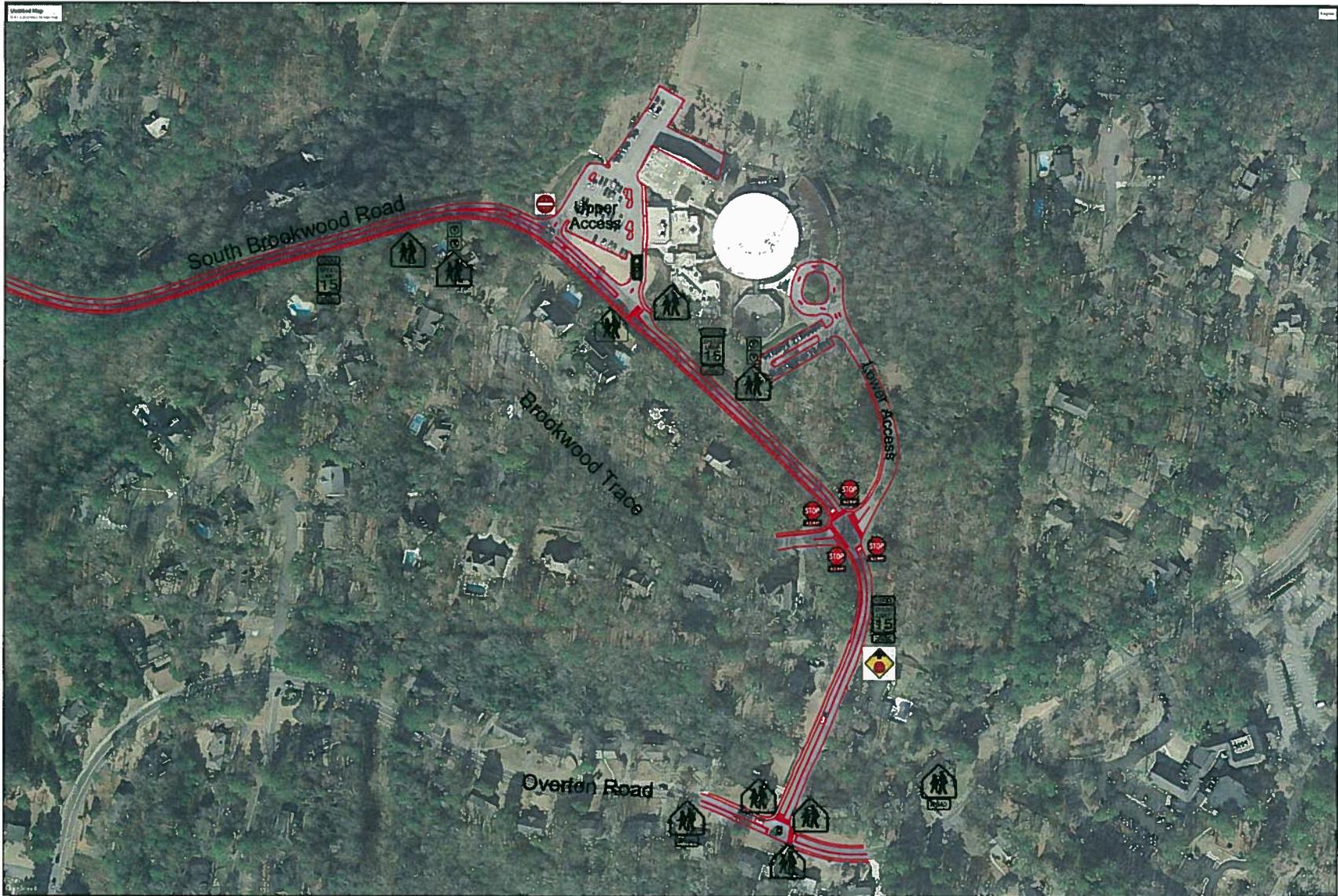
Figure 3. South Brookwood Road

Existing Roadway Geometric Data

Figure 4 provides a depiction of relevant roadway geometric data for South Brookwood Road and Brookwood Forest Elementary School.

Existing Intersection Turning Movement Traffic Counts

Existing intersection turning movement traffic counts were performed at the intersections of South Brookwood Road with the Upper and Lower Accesses on Wednesday to Thursday, October 29 to 30, 2014 from 7:15 to 8:15 a.m. and 2:30 to 3:30 p.m. by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The intersection turning movement traffic count data is included in Appendix D and is summarized in Figures 5 and 6.



Beginning Time	Through
2:30 PM	28
2:45 PM	6
3:00 PM	60
3:15 PM	23



Beginning Time	Left	Right
2:30 PM	3	3
2:45 PM	6	11
3:00 PM	17	89
3:15 PM	6	6



Upper Access Exit



Beginning Time	Through
2:30 PM	17
2:45 PM	12
3:00 PM	34
3:15 PM	23

Beginning Time	Left	Through
2:30 PM	10	21
2:45 PM	6	6
3:00 PM	51	38
3:15 PM	2	26



Beginning Time	Left	Right
2:30 PM	0	45
2:45 PM	21	6
3:00 PM	45	21
3:15 PM	6	6



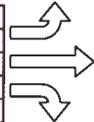
Upper Access Entrance



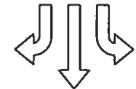
Beginning Time	Through	Right
2:30 PM	17	15
2:45 PM	12	6
3:00 PM	34	2
3:15 PM	23	6

South Brookwood Road

Beginning Time	Left	Through	Right	Peds
2:30 PM	1	17	5	5
2:45 PM	0	9	1	5
3:00 PM	2	33	1	2
3:15 PM	0	28	5	0

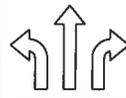


Beginning Time	Left	Through	Right	Peds
2:30 PM	1	6	0	0
2:45 PM	15	0	7	3
3:00 PM	27	2	14	0
3:15 PM	3	0	6	0

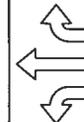


Brookwood Trace

Beginning Time	Left	Through	Right	Peds
2:30 PM	1	0	2	0
2:45 PM	6	0	0	1
3:00 PM	5	0	0	0
3:15 PM	2	0	1	0



Lower Access



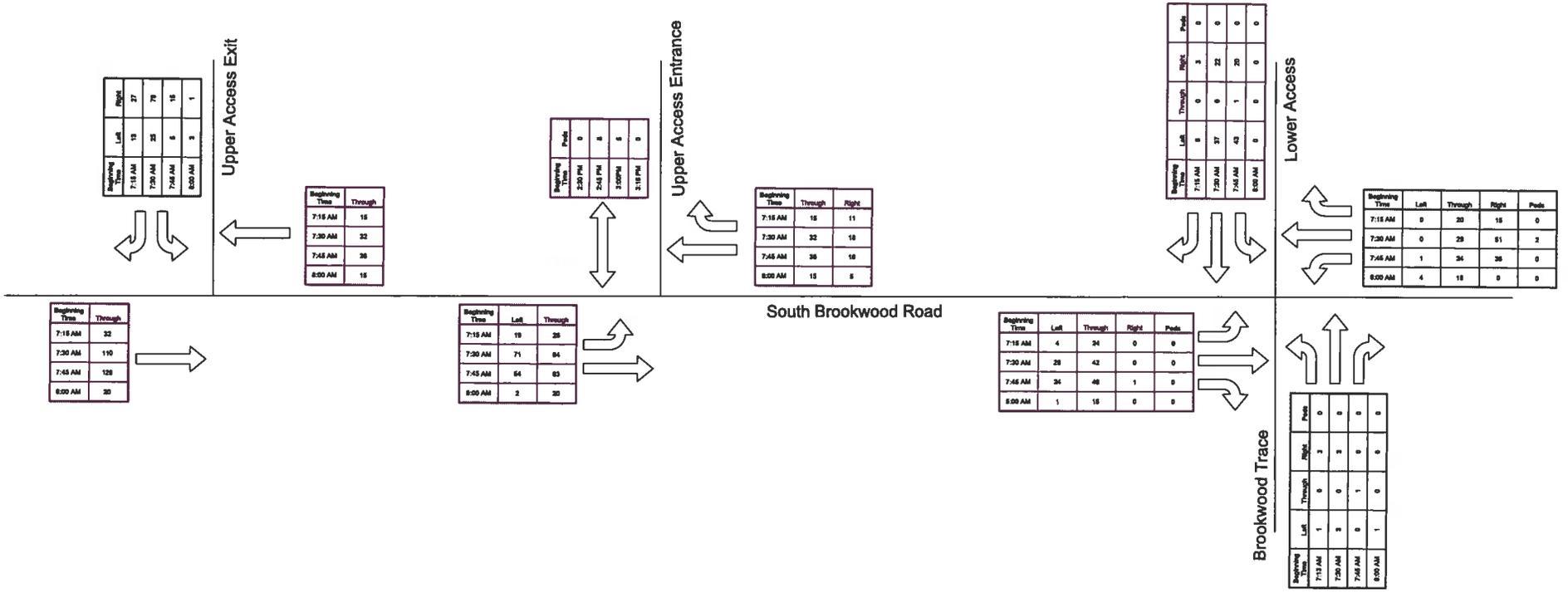
Beginning Time	Left	Through	Right	Peds
2:30 PM	7	36	15	0
2:45 PM	7	10	10	1
3:00 PM	5	10	19	0
3:15 PM	1	20	1	0



North
Scale: n.t.s



Figure 5 - Existing Traffic Counts - AM Peak Hour



Existing Machine Traffic Counts

Existing machine traffic counts were performed on South Brookwood Road to the south and to the northwest of Brookwood Forest Elementary School for twenty-four continuous hours on Wednesday, October 29, 2014. The machine counts included speed and vehicle classification. The traffic count data is included in Appendix E and is summarized below:

South Brookwood Road north of Overton Road

Traffic Volume	<u>Northbound</u>	<u>Southbound</u>	<u>Total</u>
Daily	1,261	1,296	2,557
AM Peak	190	188	378
PM Peak	127	154	281

Speed

Average (Daily)	28 mph
85 th Percentile (Daily)	31 mph

Classification

Heavy Trucks	6
Light Trucks	64
Passenger Vehicles	2,485
Motorcycles	2

South Brookwood Road northwest of Brookwood Forest Elementary School

Traffic Volume	<u>Eastbound</u>	<u>Westbound</u>	<u>Total</u>
Daily	1,272	1,241	2,513
AM Peak	279	211	490
PM Peak	103	174	277

Speed

Average (Daily)	34 mph
85 th Percentile (Daily)	39 mph

Classification

Heavy Trucks	6
Light Trucks	50
Passenger Vehicles	2,453
Motorcycles	4

The travel speed on South Brookwood Road is of concern. The average speed of all vehicles is almost 10 miles per hour over the posted speed limit, and the 85th percentile travel speed of all vehicles is almost 15 miles per hour over the posted speed limit. A further review of travel speeds by hour of the day was performed, concentrating on the hours when school is beginning and ending. This review is detailed in Table 1.

Table 1. Detailed Speed Study South Brookwood Road Northwest of Brookwood Forest Elementary School

Time	Speed Bin (mph)										
	0-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65
7-8 AM	4	2	62	122	192	88	12	0	0	0	1
8-9 AM	0	0	2	12	48	31	17	0	0	0	0
2-3 PM	2	8	5	45	56	52	10	0	0	0	0
3-4 PM	16	8	15	39	83	62	22	2	1	0	0

As seen in Table 1, a small percentage (12%) of the vehicles on South Brookwood Road are traveling within the posted speed limit. 59% of the vehicles are traveling from 1 to 10 miles per hour over the posted speed limit. The remainder (29%) are traveling greater than 10 miles per hour over the posted speed limit.

Based on this data, a recommendation of this study is for the increased enforcement of the posted speed limit on South Brookwood Road by the Mountain Brook Police Department, particularly during the hours when school is beginning and ending.

Observations

Observations of traffic flow on South Brookwood Road in the vicinity of Brookwood Forest Elementary School were conducted on Wednesday, October 29, 2014 from 7:00 to 8:30 a.m. and 2:15 to 3:30 p.m. by Skipper Consulting, Inc. The review included traffic flows on South Brookwood Road, operation of the carpool pick up and drop off, and pedestrian traffic. During the morning, the observations indicated that there were no traffic patterns or problems which need to be addressed. During the afternoon, the observations indicated that there are standing queues of vehicles on South Brookwood Road southeast-bound at the Upper Access and northbound at the Lower Access. These queues impede traffic flow on South Brookwood Road. The maximum queues observed are as follows:

Upper Access

Vehicles in front of school	10
Vehicles on South Brookwood Road	29

Lower Access

Vehicles in school driveway	32
Vehicles on South Brookwood Road	25
Vehicles on Brookwood Trace	8

Queues begin to form on South Brookwood Road at 2:40 p.m. The maximum observed queues occurred from 2:50-2:55 p.m. South Brookwood Road was cleared by 3:12 p.m.

Crash Data

Crash data for South Brookwood Road from Overton Road to Brookwood Road was provided by the Mountain Brook Police Department for the years 2012, 2013 and 2014 (through October 31). During the period, a total of 18 crashes were reported (6 in 2012, 10 in 2013 and 2 in 2014). Of these crashes, 15 were related to the intersections of Overton Road and Brookwood Road. The remaining three crashes are described as follows. It should be noted that none of these crashes was directly related to the traffic conditions of Brookwood Forest Elementary School.

Crash #1 occurred on Monday, April 12, 2012, at 5:54 p.m. The weather was dry. A vehicle on South Brookwood Road southbound slowed to turn left into a private driveway at 3344 South Brookwood Road. A second vehicle attempted to pass the turning vehicle on the left and was struck by the turning vehicle. This crash was property damage only.

Crash #2 occurred on Tuesday, July 17, 2012, at 6:24 p.m. The weather was dry. A vehicle traveling on South Brookwood Road southbound between Brookwood Road and Hermitage Road lost control and ran off the road. One injury was reported.

Crash #3 occurred on Wednesday, September 26, 2012 at 2:35 p.m. The weather was dry. A vehicle exiting a private driveway at 3330 South Brookwood Road struck a vehicle traveling eastbound on South Brookwood Road. One injury was reported.

ANALYSIS OF ALTERNATIVES

Basis of Analysis

Based on observations, alternatives were developed to mitigate the negative impacts of traffic related to South Brookwood Elementary School on South Brookwood Road. It was evident that the observed problems are limited to the afternoon pick up time, and occur from approximately 2:45 p.m. to 3:15 p.m. The traffic and pedestrian counts performed for this study were refined to this period in order to analyze specific alternatives. The turning movement traffic count for 2:45 to 3:15 p.m. is shown in Figure 7. As shown in Figure 7, the majority of the existing traffic on this section of South Brookwood Road is directly related to the school. During the 30 minute period from 2:45 to 3:15 p.m., there were counted 9 through vehicles (vehicles not directly generated by the school) in the northbound direction and 8 through vehicles in the southbound direction.

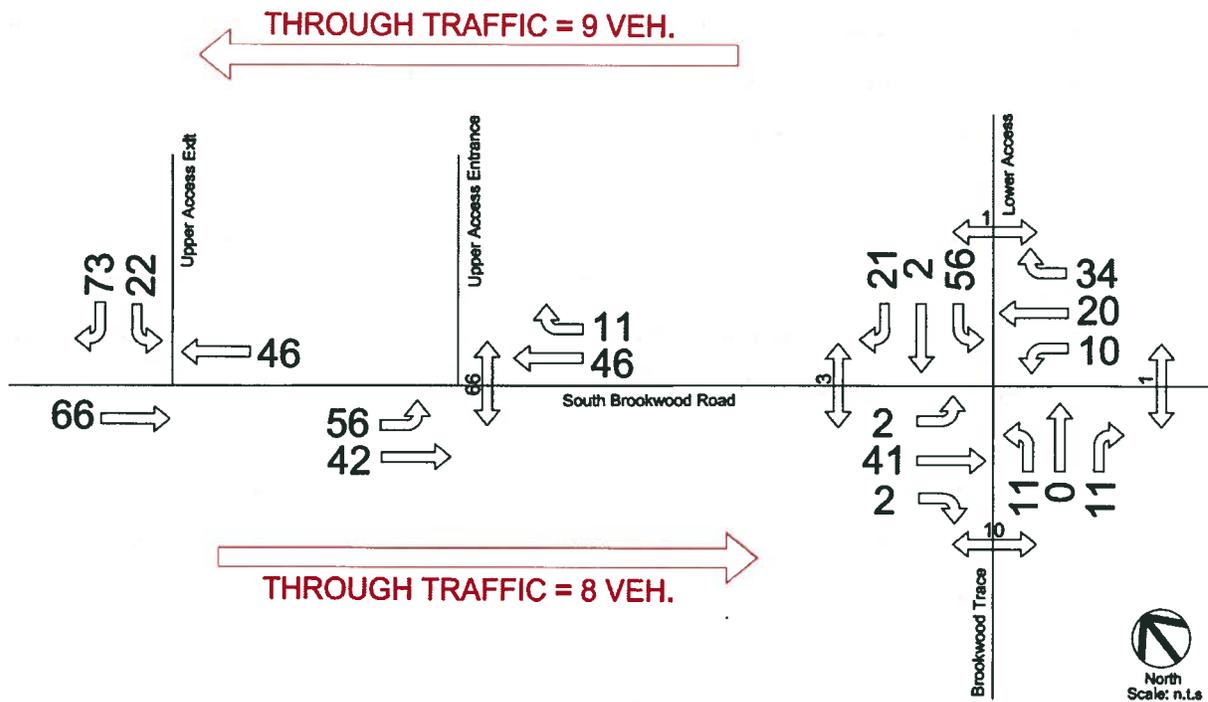


Figure 7. Existing Traffic Counts – 2:45-3:15 PM

Alternative A – Traffic Control Measures

The first alternative considered was the use of traffic control measures to mitigate traffic concerns. Based on the peak 30 minute afternoon traffic count, there was the possibility of up to 20 vehicles in the northbound direction and 12 vehicles in the southbound direction who desire to continue straight through the intersections which have queued vehicles. It is unclear whether those vehicles which are, in fact, crossing the double yellow line to pass are through vehicles or school-related vehicles, or a combination of both. During the observations, no vehicles were seen passing to the left of the double yellow line on South Brookwood Road southbound northwest of the school. There were eight (8) vehicles which were observed to pass on South Brookwood Road northbound south of the school. Some of these turned left onto Brookwood Trace, and some continued north on South Brookwood Road.

Measure #1 – Turn Restrictions. The desire for school-related vehicles to pass to the left of the double yellow line can be removed by restricting turns on South Brookwood Road at the two school accesses, namely:

- No right turn on South Brookwood Road northbound at the Upper Access from 2:45 to 3:15 p.m.
- No left turn on South Brookwood Road southbound at the Lower Access from 2:45 to 3:15 p.m.

These signs are illustrated in Figure 8.



Figure 8. Turn Restriction Signs

The turn restrictions will cause some re-routing of school-related traffic. During the peak 30 minutes, there were 2 vehicles which turned left into the Lower Access and 11 vehicles which turned right into the Upper Access. The turn restrictions, therefore, would have affected 13 vehicles during the 30 minute period. Furthermore, the effect of the turn restrictions would be to force all carpool activity bound for the Upper Access to approach the campus on South Brookwood Road southbound from the northwest, and all carpool activity bound for the Lower Access to approach the campus on South Brookwood Road northbound from Overton Road.

In order to be effective, these signs must be enforced. These are regulatory signs which can be enforced and ticketed by the Mountain Brook Police Department. Brookwood Forest Elementary School can also employ individuals (staff or volunteers) to remind carpool drivers of the turn restriction signs. The school can also disseminate information to families concerning the requisite carpool patterns to be used approaching the campus.

Measure #2 – Passing Restriction. For both the school-related and through traffic, the existing double yellow line on South Brookwood Road can be reinforced with a “Do Not Pass” sign. Two signs per approach are recommended. These first signs would need to be erected in advance of the maximum queues on South Brookwood Road – just north of the intersection of Overton Road for South Brookwood Road northbound and approximately 750 feet northwest of the school property for South Brookwood Road southeast-bound. The second set of signs would be placed approximately half-way between the first signs and the edge of the school property, at approximately 375 feet from the edge of the school property. This sign is illustrated in Figure 9.



Figure 9. Do Not Pass Sign

Alternative B – Carpool Operation Modifications

In our review of the carpool operations on the Brookwood Forest Elementary School campus, we did not note any changes which should be made to the Lower Access which do not involve additional roadway lanes. At the Upper Access, the existing carpool loading and stacking area is shown in red in Figure 10. The operation of the existing carpool could be improved during the afternoon by requesting that the first three vehicles pull all the way to the end of the area designated in red.

An alternative arrangement for extending the carpool operation would be to extend the pickup area alongside of the gym building as shown in blue in Figure 10. The existing parking area would need to be restriped in order to provide a continuous turning path at the end of the parking area. It is estimated that an extra one or two vehicles may be able to be stored on campus with this alternative.

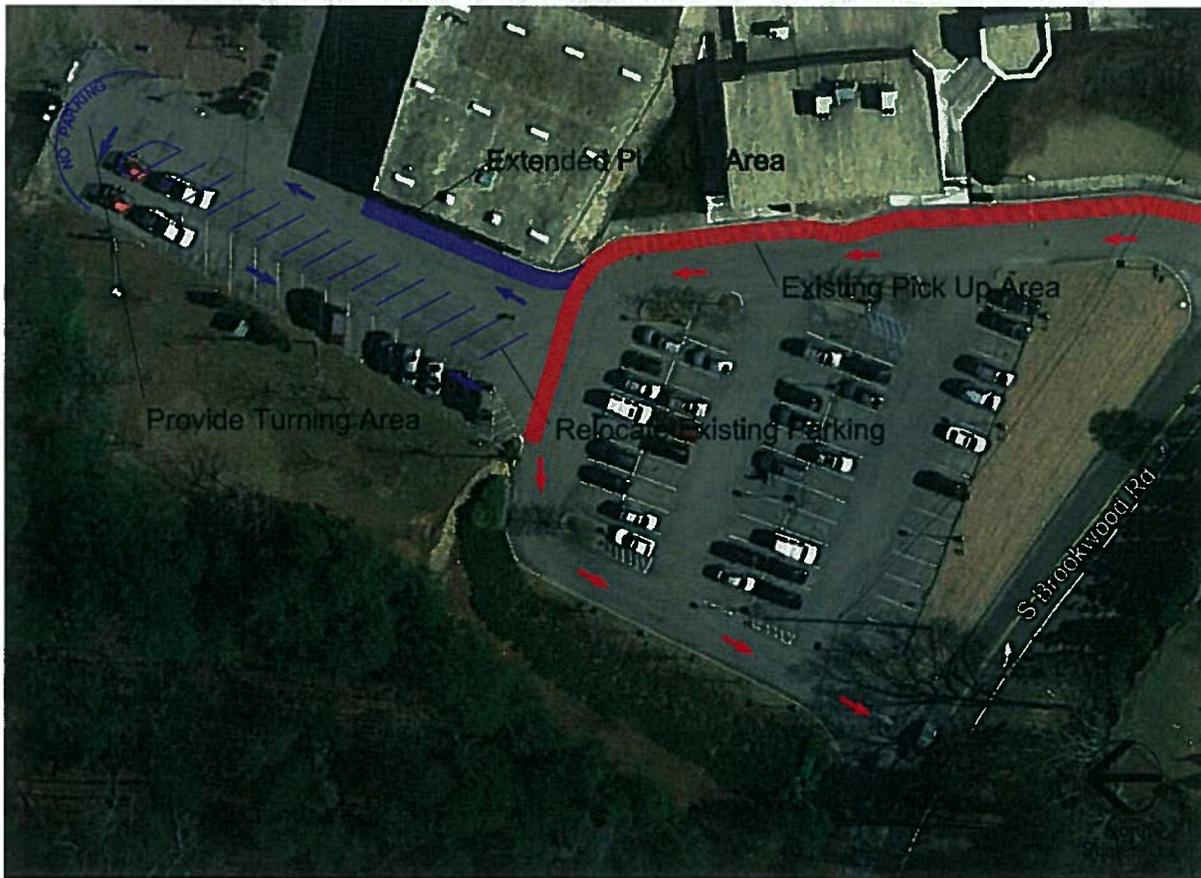


Figure 10. Upper Access Carpool Pick Up Extension

Alternative C – One-Way Treatment of South Brookwood Road: Northbound

The issue of vehicles crossing the double yellow line to pass standing queues of vehicles on South Brookwood Road can be mitigated by establishing a section of South Brookwood Road as a one-way roadway from 2:45 p.m. to 3:15 p.m. Alternative C considers making South Brookwood Road one way northbound. An operational concept for Alternative C is shown in Figure 11.

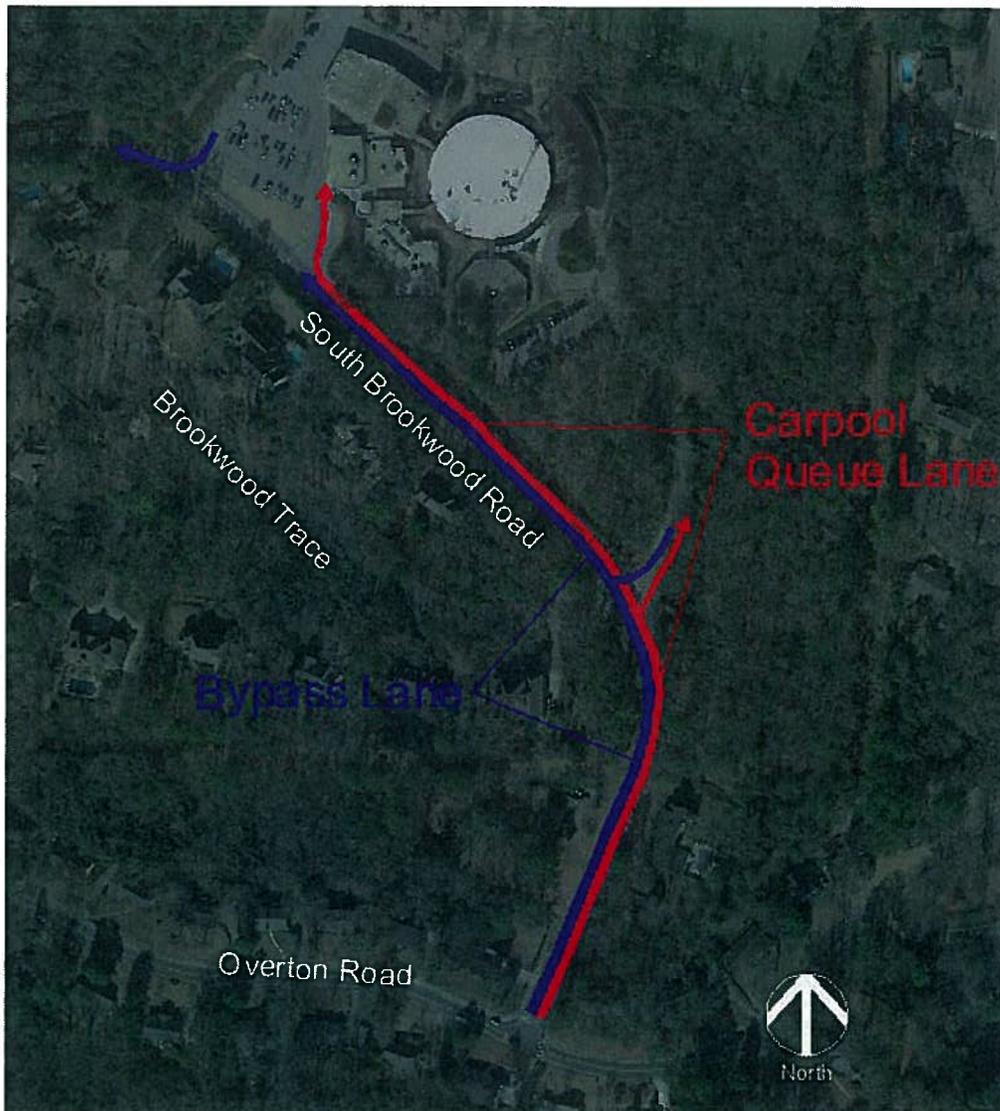


Figure 11. Alternative C – South Brookwood Road One Way Northbound

The traffic reassignment for this alternative is shown in Figure 12.

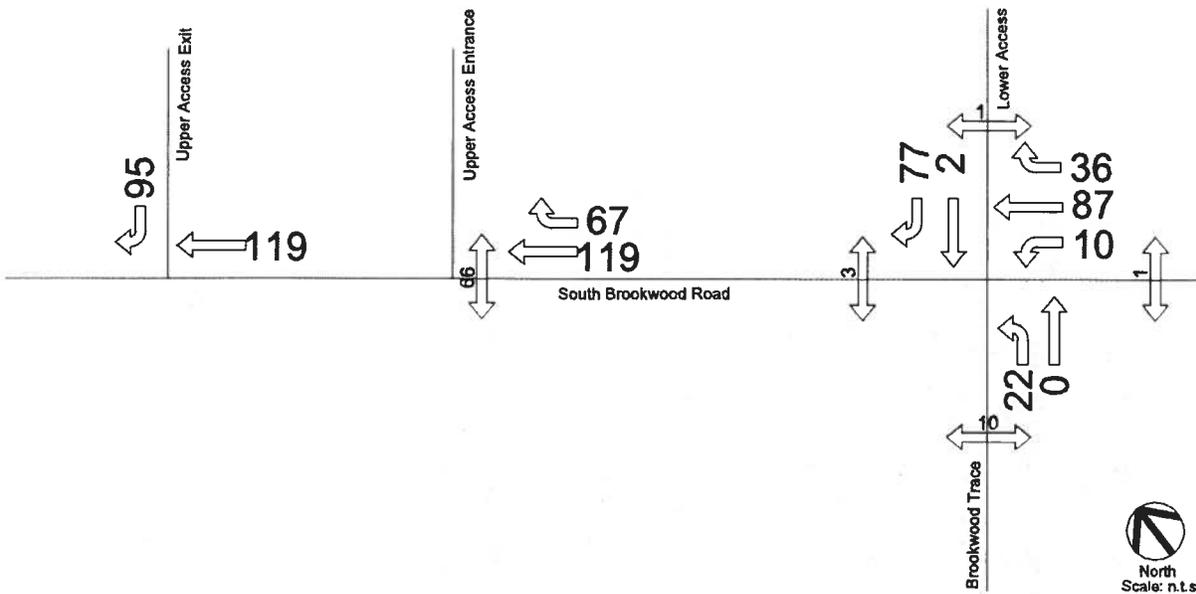


Figure 12. Traffic Reassignment 2:45-3:15 PM – One Way Northbound

In reviewing the potential traffic operations of Alternative C, three immediate concerns are noted:

1. The distance between the Lower Access and the Upper Access is approximately 625 feet, sufficient to stack approximately 25 to 28 vehicles. The anticipated maximum queue, based on observations, for the Upper Access is approximately 30 vehicles. Therefore, traffic queued to enter the Upper Access will conflict with traffic exiting the Lower Access.
2. The one-way treatment northbound would logically begin at Overton Road. However, there is no convenient location to the northwest of the school to end the one-way treatment. The most logical place to end the one way treatment would be at Woodridge Road or Spring Hill Road, but this would affect traffic access to multiple private driveways and two public roadways (South Brookwood Circle and North Woodridge Road).
3. The diversion routes for southbound traffic on South Brookwood Road to reach Overton Road are lengthy and circuitous, and one route would involve mixing with traffic at Mountain Brook High School.

Based on these factors, Alternative C does not appear to be desirable for implementation.

Alternative D – One-Way Treatment of South Brookwood Road: Southbound

Alternative D considers making South Brookwood Road one way southbound from 2:45 to 3:15 p.m. An operational concept for Alternative D is shown in Figure 13.

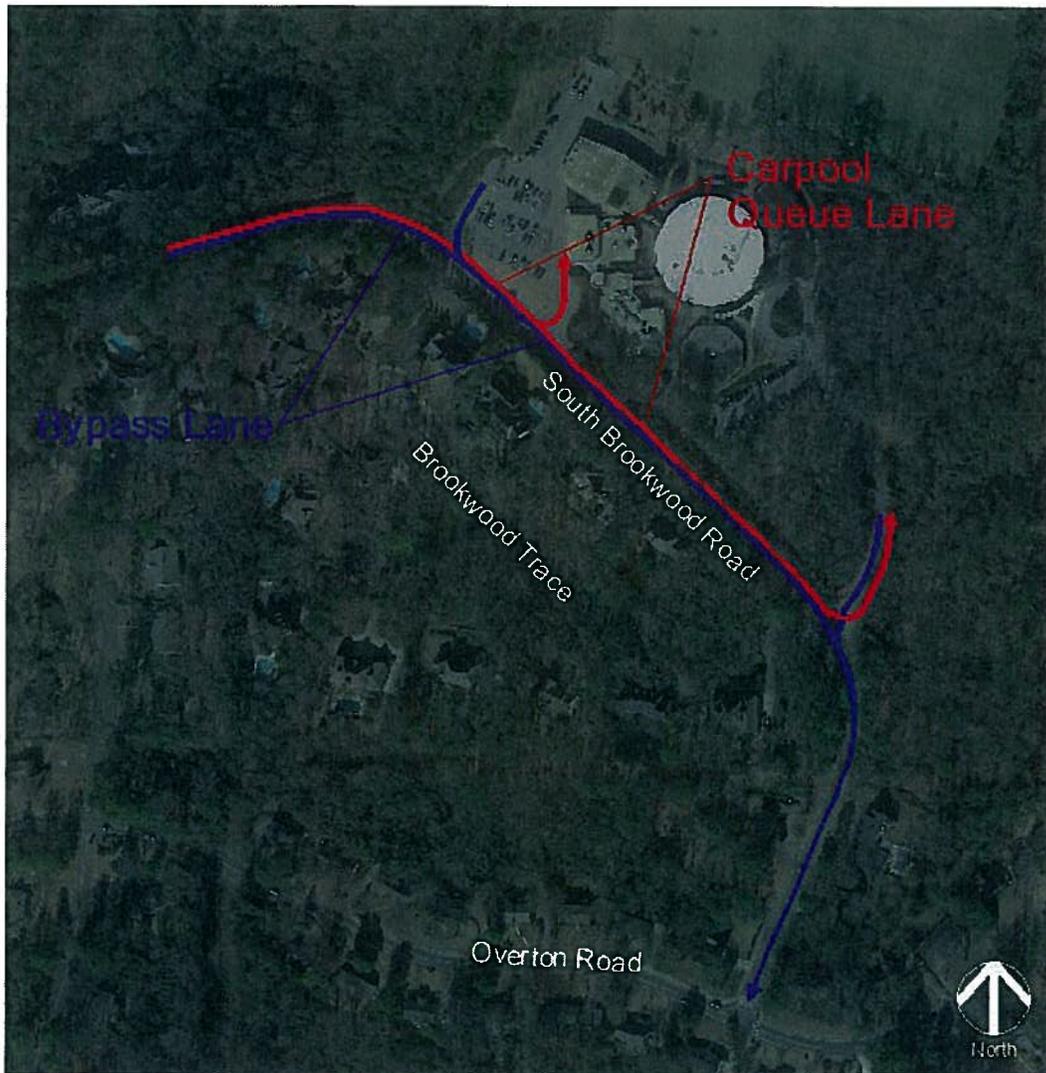


Figure 13. Alternative D – South Brookwood Road One Way Southbound

The traffic reassignment for this alternative is shown in Figure 14.

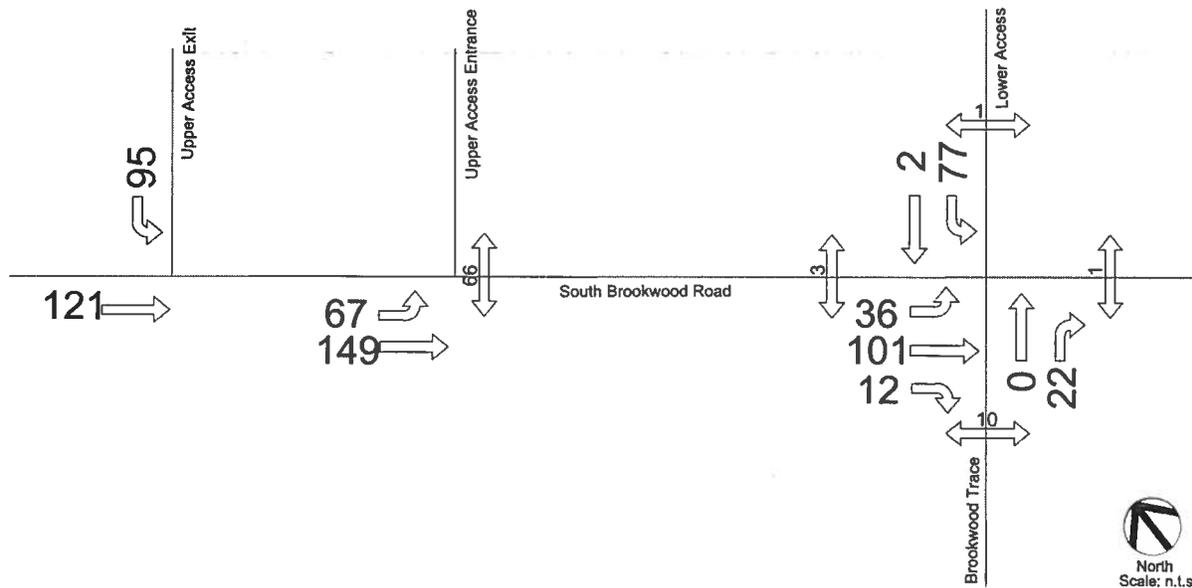


Figure 14. Traffic Reassignment 2:45-3:15 PM – One Way Southbound

In reviewing the potential traffic operations of Alternative D, four immediate concerns are noted:

1. The carpool queue lane is on the side of the road which would be typically driving on the wrong side of the road. The process of getting drivers to move into this lane to stack for carpool would be problematic.
2. The distance between the Lower Access and the Upper Access is approximately 625 feet, sufficient to stack approximately 25 to 28 vehicles. The anticipated maximum queue, based on observations, for the Lower Access is approximately 25 vehicles. Therefore, traffic queued to enter the Lower Access will completely fill the carpool queue lane between the Upper Access and the Lower Access. There would be no room for future growth in traffic at the Lower Access.
3. The one-way treatment northbound would logically end at Overton Road. However, there is no convenient location to the northwest of the school to begin the one-way treatment. The most logical place to begin the one way treatment would be at Woodridge Road or Spring Hill Road, but this would affect traffic access to multiple private driveways and two public roadways (South Brookwood Circle and North Woodridge Road).

4. The diversion routes for northbound traffic on South Brookwood Road to reach Brookwood Road from Overton Road are lengthy and circuitous, and one route would involve mixing with traffic at Mountain Brook High School.

Based on these factors, Alternative D does not appear to be desirable for implementation.

Alternative E –Roadway Closure of South Brookwood Road

Alternative E considers a closure of South Brookwood Road between the Upper Access and the Lower Access from 2:45 to 3:15 p.m. An operational concept for Alternative E is shown in Figure 15.

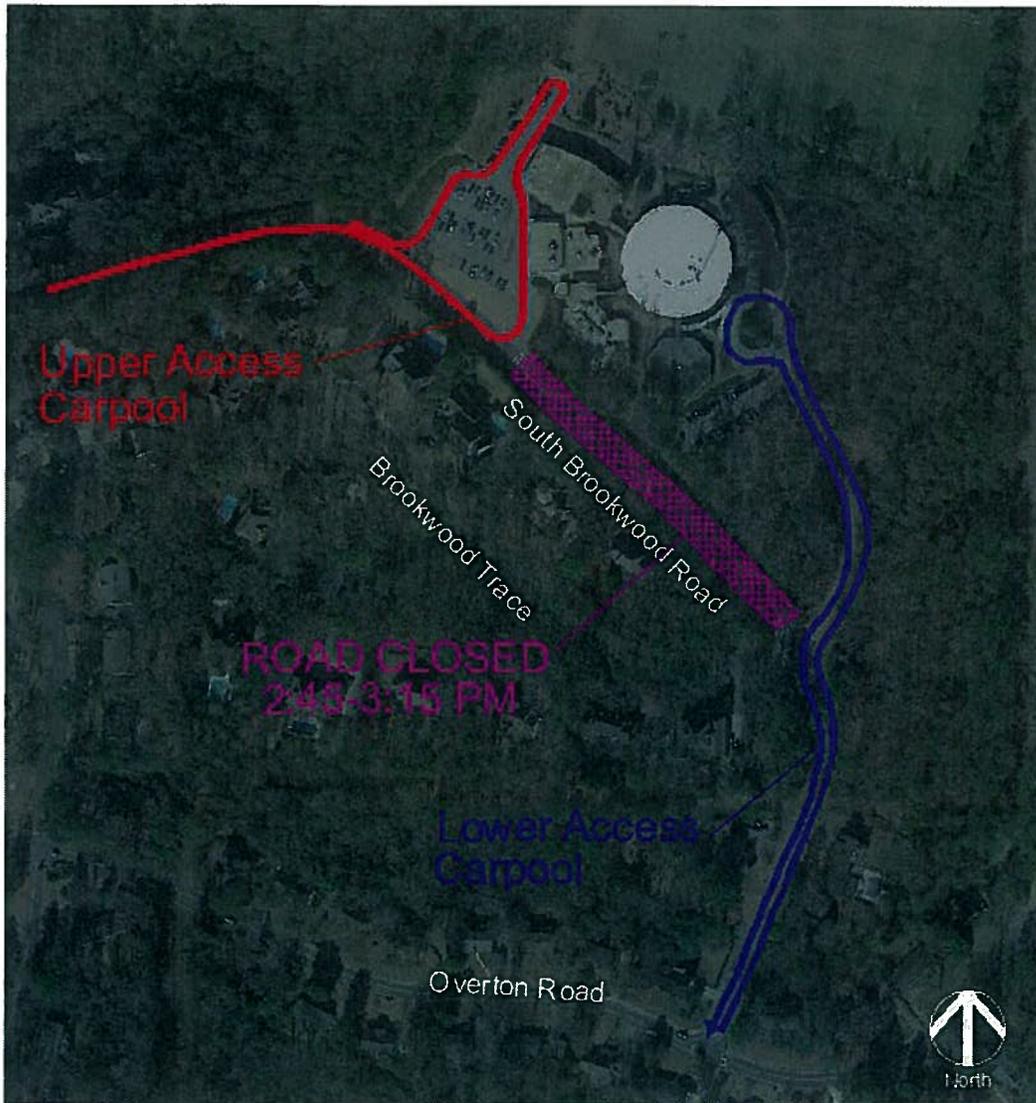


Figure 15. Alternative E – South Brookwood Road Closure

The traffic reassignment for this alternative is shown in Figure 16.

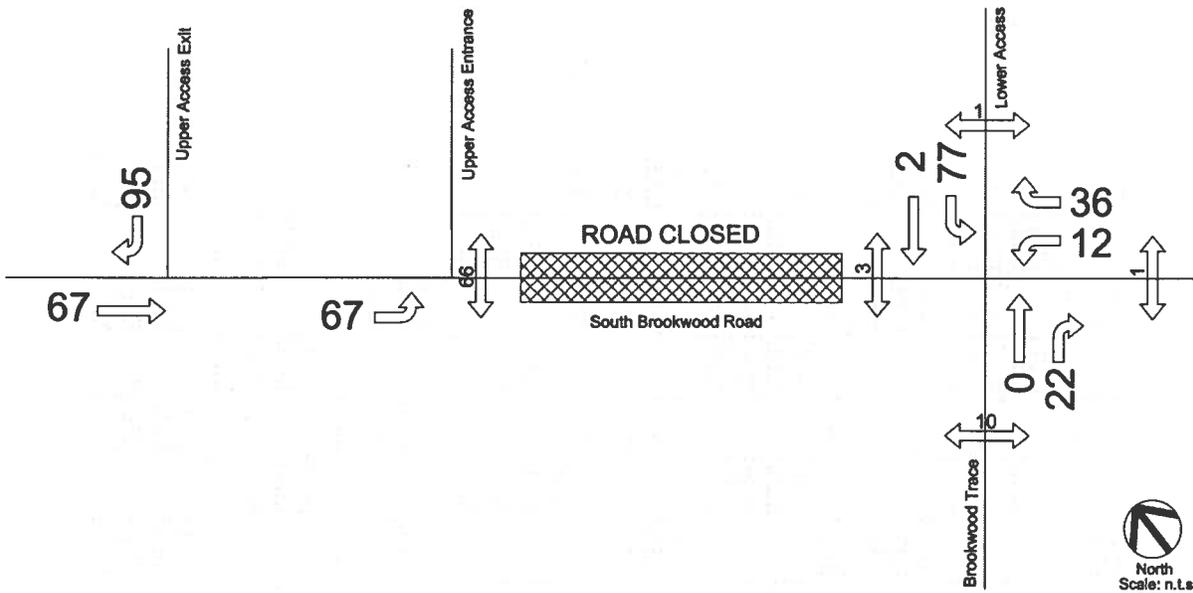


Figure 16. Traffic Reassignment 2:45-3:15 PM – Closure

Alternative E does not have as many negative implications as Alternatives C and D. However, there are certain concerns regarding implementation of Alternative E:

1. The diversion routes for northbound and southbound traffic on South Brookwood Road to reach Brookwood Road and Overton Road are lengthy and circuitous, and one route would involve mixing with traffic at Mountain Brook High School.
2. Complex signing would be required to notify the traveling public of the closed roadway section, and signage would have to be installed far enough in advance to allow diversion.
3. Manual labor will be required to erect traffic control devices each school day at each end of the closed roadway section.

RECOMMENDATIONS

Considering the data collected during this study and analysis of alternatives, this study makes the following recommendations:

1. **Install left and right turn restriction signage on South Brookwood Road.** Required signs are:
 - o No right turn on South Brookwood Road northbound at the Upper Access from 2:45 to 3:15 p.m.
 - o No left turn on South Brookwood Road southbound at the Lower Access from 2:45 to 3:15 p.m.

These signs are illustrated in Figure 17.



Figure 17. Turn Restriction Signs

In order to be effective, these signs must be enforced. These are regulatory signs which can be enforced and ticketed by the Mountain Brook Police Department. Brookwood Forest Elementary School can also employ employee individuals (staff or volunteers) to remind carpool drivers of the turn restriction signs.

2. **Install four (4) "Do Not Pass" signs on South Brookwood Road.** Two signs per approach are recommended. These first signs would need to be erected in advance of the maximum queues on South Brookwood Road – just north of the intersection of Overton Road for South Brookwood Road northbound and approximately 750 feet northwest of the school property for South Brookwood Road southeast-bound. The second set of signs would be placed approximately half-way between the first signs and the edge of the school property, at approximately 375 feet from the edge of the school property. This sign is illustrated in Figure 18.



Figure 18. Do Not Pass Sign

3. **Letter to parents.** Brookwood Forest Elementary School should send a letter to all parents concerning the requisite carpool patterns to be used approaching the campus, the turn restrictions and the need to prohibit passing on South Brookwood Road near the school. The letter should also address the need for parents to limit their arrival time for afternoon carpool to no earlier than 2:45 p.m.
4. **Replace the existing warning signs on South Brookwood Road.** The existing S1-1 School signs and flashing beacons should be replaced with School Speed Limit signs with flashing beacons, as illustrated in Figure 19. In general, each approach to the school on South Brookwood Road should have an S1-1 School sign (without flashing beacons) and an S5-1 School Speed Limit sign assembly (with flashing beacons).



Figure 19. School Speed Limit Sign Assembly

5. **Enforce speed limit on South Brookwood Road.** The travel speed on South Brookwood Road is of concern. The average speed of all vehicles is almost 10 miles per hour over the posted speed limit, and the 85th percentile travel speed of all vehicles is almost 15 miles per hour over the posted speed limit. During the beginning and ending of school, a small percentage (12%) of the vehicles on South Brookwood Road are traveling within the posted speed limit. 59% of the vehicles are traveling from 1 to 10 miles per hour over the posted speed limit. The remainder (29%) are traveling greater than 10 miles per hour over the posted speed limit. Based on this data, a recommendation of this study is for the increased enforcement of the posted speed limit on South Brookwood Road by the Mountain Brook Police Department, particularly during the hours when school is beginning and ending.

6. **Monitor situation and implement Alternative E if needed.** The traffic should be monitored for the remainder of the 2014-2015 school year. If the problems which were addressed in this study have not been mitigated by implementation of the recommendations in this study, then Alternative E should be considered for implementation for school year 2015-2016.

Appendix A

Brookwood Forest Carpool Meeting Notes October 8, 2014

PROBLEMS:

- South Brookwood Road from the direction of Brookwood Road is blocked daily from approximately 2:40-3:10, making it impassible for through traffic. The left-turn lane is too short to accommodate all the waiting cars.
- From the direction of Brookwood Road before reaching the school, through traffic attempts to cross the double yellow line and pass on the left, risking head-on collisions and putting themselves, children and other drivers at risk. (No Passing Zone with Limited Sight Distance)
- Through traffic also attempts to pass on the right, risking striking walking children
- From the direction of Overton Road, cars are also passing (although sight distance is much better), and drivers often pass through the stop sign in their hurry to get around the stopped traffic.

PRIOR ATTEMPTS TO RESOLVE THE PROBLEMS:

1. Carpool Procedures Redesign

Result: Parents are still blocking the road.

Problem with this approach: There's just not enough space on-property to accommodate all of the cars. Additionally, when we are frantically rushing children into cars in an effort to move the line more quickly, we increase the risk of accidents.

2. Police Intervention

Blinking signs were placed, but instructed parents not to block the road, rather than clarifying the area as a No Passing Zone. Parents were threatened with tickets. Uncertain if any drivers passing on the left were ticketed.

Result: Parents are still blocking the road, cars are still passing on the left, and the hazardous situation still exists, posing a continued danger to anyone on this section of South Brookwood Road during carpool hours. Parents are afraid to request police assistance again for fear of being ticketed while trying to pick up their children from school.

Problem with this approach: If parents are not allowed to queue up for the left-turn lane as they would on any other road anywhere but are forced to keep moving, more traffic will be driven through up to 3 intersections where children are crossing on foot: across South Brookwood from the school, at Brookwood Trace, and at South Brookwood and Overton, thereby increasing the risk to the walkers.

3. Public Shaming of Reckless Drivers on Social Media

Result: A lot of uproar, with no discernible reduction in the incidence of offenders.

Problem with this approach: Its only benefit is catharsis. Drivers who break the law and don't get tickets don't change their behaviors. Eventually, the shock value wears off and people become apathetic.

4. Homemade Traffic Delay Signs at the Top of South Brookwood

Result: Unclear.

Problem with this approach: Some drivers who passed on the left stated they did not see the signs. They are not very visible, and have no flashing lights or "official appearance" to draw attention.

5. Volunteer Parent Traffic Control

Result: Visible presence seemed to discourage through traffic from attempting to pass.

Problem with this approach: Lack of parent volunteers and potential danger to inexperienced volunteers.

BROOKWOOD FOREST ELEMENTARY CARPOOL MEETING 10-8-14

POSSIBLE SOLUTIONS:

- Signage clarifying the area as a No Passing Zone-- include flashing lights.
- Signage requesting no through traffic during carpool hours-- include flashing lights.
- Request parents not to queue up for afternoon carpool until 2:55 or 3:00 if possible.
- Remind parents to not enter front carpool from the direction of Overton Road, which prevents parents from the direction of Brookwood Road from turning in, further increasing the delay on South Brookwood Road. Instruct the crossing guard to enforce this.
- Police patrol to ticket reckless drivers who disregard the safety of our children, families and community members.
- Police patrol (or teachers or parents, if appropriate) to help direct traffic so that through traffic may pass safely.
- A new drive paved somewhere on school property to be used as a carpool lane (and overflow parking for special events) to help alleviate the backup on South Brookwood Road.
- Widen the road to allow for a longer left turn lane.
- Install more guardrails to keep walking children safe.



Appendix B

2006 Skipper Consulting Recommendations Brookwood Forest Elementary School

Brookwood Forrest Elementary School
Mountain Brook, Alabama

Traffic Circulation Improvement Alternatives – Lower Access

1. Widen lower driveway to school to provide two inbound lanes and one outbound lane. This would allow for all observed storage to occur on the school access and not South Brookwood Road.

Approximate Cost Range (including engineering): \$50,000 - \$65,000.

2. Construct a right turn deceleration lane on South Brookwood Road at the approach to the lower school access. This lane is assumed to be 250 feet which would fall short of the peak storage needs for afternoon school pick-up, but would not extend in front of the houses on South Brookwood Road.

Approximate Cost Range (including engineering): \$30,000 - \$40,000.

Traffic Circulation Improvement Alternatives – Upper Access

3. Modify on-site traffic circulation for afternoon pick-up at the upper school access via striping and channelization. This would include utilizing the parking lot for additional storage and striping a cul-de-sac north of the gymnasium.

Approximately Cost Range (including engineering): \$1,500 - \$2,500.

4. Construct a traffic circle on South Brookwood Road at the lower access and construct a right turn deceleration lane on South Brookwood School approaching the upper school access. This would require traffic to pass the school, u-turn at the traffic circle, and store in the right-turn lane adjacent to the school.

Approximate Cost Range (including engineering): \$90,000 - \$120,000.

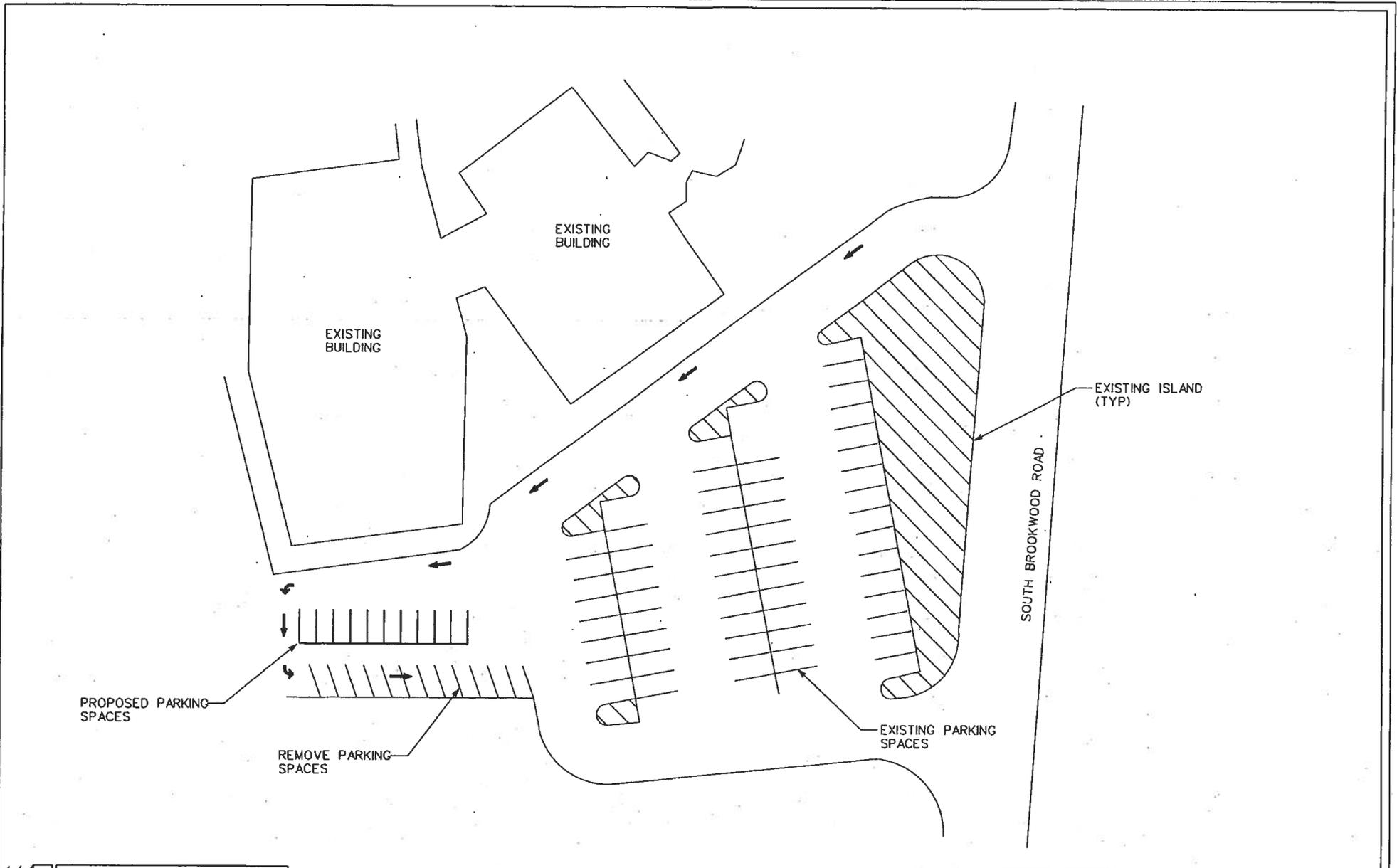
5. Extend the existing left turn lane on South Brookwood Road to the west approximately 500 feet. This would provide off-site storage for the peak queues experienced during the afternoon pick-up period.

Approximate Cost Range: ????

Note: Observations during the morning peak hour indicate the adequate storage is available at each access. The problems with inadequate storage primarily occur during the afternoon pick-up periods.

Appendix C

2005 Sain Associates Recommendations Brookwood Forest Elementary School



EXISTING ISLAND (TYP)

SOUTH BROOKWOOD ROAD

PROPOSED PARKING SPACES

REMOVE PARKING SPACES

EXISTING PARKING SPACES

FIGURE 1
 BROOKWOOD FOREST PROPOSED RE-STRIPING

Appendix D

Existing Turning Movement Traffic Counts

TRAFFIC DATA, LLC

1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

Mountain Brook, AL

File Name : mbrook02
Site Code : 00000000
Start Date : 10/29/2014
Page No : 1

Groups Printed- Unshifted

Start Time	S BROOKWOOD RD Southbound				LOWER ACCESS RD Westbound				S BROOKWOOD RD Northbound				BROOKWOOD TRACE Eastbound				Int. Total
	Left	Thru	Right	Peds													
02:30 PM	1	17	2	0	1	0	0	0	7	36	18	0	1	0	2	0	85
02:45 PM	0	8	1	8	19	0	7	3	7	10	19	1	6	0	8	1	98
Total	1	25	3	8	20	0	7	3	14	46	37	1	7	0	10	1	183
03:00 PM	2	33	1	2	37	2	14	0	3	10	16	0	5	0	3	0	128
03:15 PM	0	26	3	0	3	0	8	0	1	20	1	0	2	0	1	0	65
Total	2	59	4	2	40	2	22	0	4	30	17	0	7	0	4	0	193
07:15 AM	4	24	0	0	6	0	3	0	0	30	16	0	1	0	2	0	86
07:30 AM	29	42	0	0	37	0	22	0	0	29	51	2	3	0	3	0	218
07:45 AM	24	49	1	0	43	1	20	0	1	24	36	0	0	1	0	0	200
Total	57	115	1	0	86	1	45	0	1	83	103	2	4	1	5	0	504
08:00 AM	1	19	0	0	0	0	0	0	4	18	0	0	1	0	0	0	43
Grand Total	61	218	8	10	146	3	74	3	23	177	157	3	19	1	19	1	923
Apprch %	20.5	73.4	2.7	3.4	64.6	1.3	32.7	1.3	6.4	49.2	43.6	0.8	47.5	2.5	47.5	2.5	
Total %	6.8	23.6	0.9	1.1	15.8	0.3	8.0	0.3	2.5	19.2	17.0	0.3	2.1	0.1	2.1	0.1	

TRAFFIC DATA, LLC

1409 Turnham Lane
 Birmingham, AL 35216
 205-824-0125

Mountain Brook, AL

File Name : mbrook04
 Site Code : 00000000
 Start Date : 10/29/2014
 Page No : 1

Groups Printed- 1 - Unshifted

Start Time	BROOKWOOD RD Southbound			(S) BROOKWOOD FOREST ELEM Westbound			BROOKWOOD RD Northbound			Int. Total
	Left	Thru	Peds	Left	Right	Peds	Thru	Right	Peds	
02:30 PM	10	21	0	0	0	0	17	15	0	63
02:45 PM	6	6	0	0	0	0	12	8	45	76
Total	15	27	0	0	0	0	29	23	45	139
03:00 PM	51	38	0	0	0	0	34	3	21	145
03:15 PM	3	26	0	0	0	0	23	6	0	58
Total	54	62	0	0	0	0	57	9	21	203
07:15 AM	19	26	0	0	0	0	15	11	0	71
07:30 AM	71	64	0	0	0	0	32	16	8	183
07:45 AM	54	83	0	0	0	0	38	16	8	197
Total	144	173	0	0	0	0	85	45	14	461
08:00 AM	2	20	0	0	0	0	15	5	0	42
Grand Total	215	262	0	0	0	0	186	82	80	845
Apprch %	43.3	56.7	0.0	0.0	0.0	0.0	63.4	23.6	23.0	
Total %	25.4	33.4	0.0	0.0	0.0	0.0	22.0	9.7	9.5	

TRAFFIC DATA, LLC

1409 Turnham Lane
Birmingham, AL 35216
205-824-0125

Mountain Brook, AL

File Name : mbrook03
Site Code : 00000000
Start Date : 10/28/2014
Page No : 1

Groups Printed- 1 - Unshifted

Start Time	BROOKWOOD RD Southbound			(N) BROOKWOOD FOREST ELEM Westbound			BROOKWOOD RD Northbound			Int. Total
	Left	Thru	Peds	Left	Right	Peds	Thru	Right	Peds	
02:30 PM	0	31	0	3	3	0	10	0	1	48
02:45 PM	0	4	0	6	14	0	12	0	0	35
Total	0	35	0	6	17	0	22	0	1	83
03:00 PM	0	53	0	17	59	0	31	0	0	160
03:15 PM	0	22	0	6	4	0	14	0	0	46
Total	0	75	0	23	63	0	45	0	0	206
07:15 AM	0	71	0	13	27	0	26	0	0	137
07:30 AM	0	156	0	25	79	0	40	0	0	300
07:45 AM	0	28	0	6	15	0	17	0	0	64
Total	0	253	0	44	121	0	83	0	0	501
08:00 AM	0	21	0	2	1	0	10	0	0	34
Grand Total	0	384	0	77	202	0	160	0	1	824
Apprch %	0.0	100.0	0.0	27.6	72.4	0.0	99.4	0.0	0.6	
Total %	0.0	46.8	0.0	9.3	24.5	0.0	19.4	0.0	0.1	

Appendix E

Existing Machine Traffic Counts

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: S BROOKWOOD RD west of SCHOOL ACCESS
City, State: MOUNTAIN BROOK, AL
Speed Limit: 25 mph

Date: 10/29/2014
Wednesday

24 Hour Volume						24 Hour Volume					
Begin	WB	EB	Combined	Begin	WB	EB	Combined	Begin	WB	EB	Combined
12:00 AM	0	1	0	1	0	2	12:00 PM	7	46	9	59
12:15 AM	0		0		0		12:15 PM	9		14	23
12:30 AM	1		0		1		12:30 PM	11		15	26
12:45 AM	0		1		1		12:45 PM	19		21	40
1:00 AM	0	1	0	0	0	1	1:00 PM	12	57	19	59
1:15 AM	0		0		0		1:15 PM	20		13	33
1:30 AM	1		0		1		1:30 PM	13		16	29
1:45 AM	0		0		0		1:45 PM	12		11	23
2:00 AM	0	0	0	0	0	0	2:00 PM	19	84	12	94
2:15 AM	0		0		0		2:15 PM	5		26	31
2:30 AM	0		0		0		2:30 PM	21		44	65
2:45 AM	0		0		0		2:45 PM	39		12	51
3:00 AM	0	1	0	2	0	3	3:00 PM	86	157	29	91
3:15 AM	0		1		1		3:15 PM	28		18	46
3:30 AM	0		0		0		3:30 PM	17		22	39
3:45 AM	1		1		2		3:45 PM	26		22	48
4:00 AM	1	1	0	1	1	2	4:00 PM	25	110	22	109
4:15 AM	0		0		0		4:15 PM	33		19	52
4:30 AM	0		1		1		4:30 PM	30		31	61
4:45 AM	0		0		0		4:45 PM	22		37	59
5:00 AM	1	5	2	11	3	16	5:00 PM	31	109	35	162
5:15 AM	1		5		6		5:15 PM	23		46	69
5:30 AM	1		1		2		5:30 PM	30		30	60
5:45 AM	2		3		5		5:45 PM	25		51	76
6:00 AM	2	21	0	10	2	31	6:00 PM	22	108	23	80
6:15 AM	6		1		7		6:15 PM	30		19	49
6:30 AM	4		3		7		6:30 PM	30		21	51
6:45 AM	9		6		15		6:45 PM	26		17	43
7:00 AM	10	206	20	277	30	483	7:00 PM	22	87	16	50
7:15 AM	32		43		75		7:15 PM	18		16	34
7:30 AM	86		132		218		7:30 PM	20		9	29
7:45 AM	78		82		160		7:45 PM	27		9	36
8:00 AM	15	53	22	57	37	110	8:00 PM	11	37	5	18
8:15 AM	9		15		24		8:15 PM	5		4	9
8:30 AM	13		8		21		8:30 PM	8		6	14
8:45 AM	16		12		28		8:45 PM	13		3	16
9:00 AM	10	32	16	65	26	97	9:00 PM	8	20	3	13
9:15 AM	6		16		22		9:15 PM	3		5	8
9:30 AM	7		17		24		9:30 PM	5		3	8
9:45 AM	9		16		25		9:45 PM	4		2	6
10:00 AM	9	35	11	49	20	84	10:00 PM	3	7	5	9
10:15 AM	6		13		19		10:15 PM	2		0	2
10:30 AM	9		10		19		10:30 PM	1		3	4
10:45 AM	11		15		26		10:45 PM	1		1	2
11:00 AM	14	61	16	50	30	111	11:00 PM	2	2	1	5
11:15 AM	17		11		28		11:15 PM	0		1	1
11:30 AM	11		7		18		11:30 PM	0		2	2
11:45 AM	19		16		35		11:45 PM	0		1	1

24 Hour Volume WB EB Combined
1241 (49.4%) 1272 (50.6%) 2513

	12:00 AM - 12:00 PM		
Count	WB 417	EB 523	Combined 940
	44.4 %	55.6 %	
Peak Hour	7:15 AM	7:15 AM	7:15 AM
Volume	211	279	490
Factor	0.61	0.53	0.56

	12:00 PM - 12:00 AM		
Count	WB 824	EB 749	Combined 1573
	52.4 %	47.6 %	
Peak Hour	2:30 PM	5:00 PM	2:30 PM
Volume	174	162	277
Factor	0.51	0.79	0.60

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: : S BROOKWOOD RD west of SCHOOL ACCESS
City, State: : MOUNTAIN BROOK, AL
Speed Limit: : 25 mph

Date: 10/29/2014
Wednesday

24 Hour Speed
Combined Channels

mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200
12:00 AM	2	0	0	0	0	1	1	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	0	0	0	1	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	0	1	0	1	0	1	0	0	0	0	0	0
4:00 AM	2	0	0	0	0	1	1	0	0	0	0	0	0	0
5:00 AM	16	0	1	0	2	9	3	1	0	0	0	0	0	0
6:00 AM	31	0	0	0	8	11	10	2	0	0	0	0	0	0
7:00 AM	483	4	2	62	122	192	88	12	0	0	0	1	0	0
8:00 AM	110	0	0	2	12	48	31	17	0	0	0	0	0	0
9:00 AM	97	0	1	4	11	36	32	9	4	0	0	0	0	0
10:00 AM	84	0	1	2	14	30	25	7	5	0	0	0	0	0
11:00 AM	111	0	2	2	10	50	34	12	1	0	0	0	0	0
12:00 PM	105	0	0	2	16	29	38	20	0	0	0	0	0	0
1:00 PM	116	0	0	5	10	38	50	9	4	0	0	0	0	0
2:00 PM	178	2	8	5	45	56	52	10	0	0	0	0	0	0
3:00 PM	248	16	8	15	39	83	62	22	2	1	0	0	0	0
4:00 PM	219	0	0	2	28	84	83	19	3	0	0	0	0	0
5:00 PM	271	0	1	3	45	102	89	28	3	0	0	0	0	0
6:00 PM	188	0	0	2	14	71	73	26	2	0	0	0	0	0
7:00 PM	137	0	1	3	13	49	52	16	2	1	0	0	0	0
8:00 PM	55	0	0	2	2	18	19	11	2	1	0	0	0	0
9:00 PM	33	0	0	0	3	8	16	6	0	0	0	0	0	0
10:00 PM	16	0	0	0	6	4	3	3	0	0	0	0	0	0
11:00 PM	7	0	0	1	0	2	3	1	0	0	0	0	0	0
Total	2513	22	25	113	400	923	765	233	28	3	0	1	0	0
%		0.9	1.0	4.5	15.9	36.7	30.4	9.3	1.1	0.1	0.0	0.0	0.0	0.0

Percentile Speeds (mph)
10 % 26.6 15 % 28.1 50 % 33.9 85 % 39.2 90 % 40.3

10 mph Pace Speed
 Number in Pace 29.2 - 39.2 **Average** 33.5 mph
 1814 (72.2 %) **Minimum** 5.8 mph
 Maximum 64.8 mph

Speeds Exceeded
15 mph 25 mph 35 mph
 99.1 % 93.6 % 41.0 %
 Count 2491 2353 1030

TRAFFIC DATA, LLC
 1409 Turnham Lane, Birmingham, AL 35216
 205-824-0125

Location:: S BROOKWOOD RD west of SCHOOL ACCESS
 City, State: : MOUNTAIN BROOK, AL
 Speed Limit: : 25 mph

Date: 10/29/2014
 Wednesday

24 Hour Vehicle Classification
 Combined Channels

Time	Total	Bike	Cars & Trailer	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
12:00 AM	2	0	1	1	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	2	0	2	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	16	0	12	4	0	0	0	0	0	0	0	0	0	0
6:00 AM	31	0	26	4	0	1	0	0	0	0	0	0	0	0
7:00 AM	483	2	349	121	2	8	0	0	1	0	0	0	0	0
8:00 AM	110	0	79	28	0	3	0	0	0	0	0	0	0	0
9:00 AM	97	0	70	24	0	3	0	0	0	0	0	0	0	0
10:00 AM	84	0	60	17	0	7	0	0	0	0	0	0	0	0
11:00 AM	111	0	79	28	0	4	0	0	0	0	0	0	0	0
12:00 PM	105	0	79	21	0	4	0	0	1	0	0	0	0	0
1:00 PM	116	0	84	26	1	4	0	0	1	0	0	0	0	0
2:00 PM	178	0	125	49	1	1	0	0	2	0	0	0	0	0
3:00 PM	248	1	180	63	2	1	0	0	1	0	0	0	0	0
4:00 PM	219	0	166	51	0	2	0	0	0	0	0	0	0	0
5:00 PM	271	1	218	50	0	2	0	0	0	0	0	0	0	0
6:00 PM	188	0	149	38	0	1	0	0	0	0	0	0	0	0
7:00 PM	137	0	116	20	0	1	0	0	0	0	0	0	0	0
8:00 PM	55	0	50	3	0	2	0	0	0	0	0	0	0	0
9:00 PM	33	0	25	8	0	0	0	0	0	0	0	0	0	0
10:00 PM	16	0	14	2	0	0	0	0	0	0	0	0	0	0
11:00 PM	7	0	7	0	0	0	0	0	0	0	0	0	0	0
Total	2513	4	1895	558	6	44	0	0	6	0	0	0	0	0
%		0.2	75.4	22.2	0.2	1.8	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0

TRAFFIC DATA, LLC
 1409 Turnham Lane, Birmingham, AL 35216
 205-824-0125

Location: S BROOKWOOD RD north of OVERTON RD
 City, State: MOUNTAIN BROOK, AL
 Speed Limit: 25 mph

Date: 10/29/2014
 Wednesday

24 Hour Volume						24 Hour Volume							
Begin	NB	SB	Combined	Begin	NB	SB	Combined	Begin	NB	SB	Combined		
12:00 AM	0	1	0	1	0	2	12:00 PM	11	60	11	65	22	125
12:15 AM	0		0		0		12:15 PM	10		14		24	
12:30 AM	1		0		1		12:30 PM	18		17		35	
12:45 AM	0		1		1		12:45 PM	21		23		44	
1:00 AM	0	1	0	0	0	1	1:00 PM	14	58	20	57	34	115
1:15 AM	0		0		0		1:15 PM	19		13		32	
1:30 AM	1		0		1		1:30 PM	10		18		28	
1:45 AM	0		0		0		1:45 PM	15		6		21	
2:00 AM	0	0	0	0	0	0	2:00 PM	24	132	12	87	36	219
2:15 AM	0		0		0		2:15 PM	23		21		44	
2:30 AM	0		0		0		2:30 PM	63		19		82	
2:45 AM	0		0		0		2:45 PM	22		35		57	
3:00 AM	0	1	0	2	0	3	3:00 PM	20	86	70	154	90	240
3:15 AM	0		0		0		3:15 PM	22		30		52	
3:30 AM	1		1		2		3:30 PM	20		28		48	
3:45 AM	0		1		1		3:45 PM	24		26		50	
4:00 AM	2	4	0	4	2	8	4:00 PM	29	125	23	112	52	237
4:15 AM	0		1		1		4:15 PM	29		25		54	
4:30 AM	2		2		4		4:30 PM	33		34		67	
4:45 AM	0		1		1		4:45 PM	34		30		64	
5:00 AM	2	12	2	7	4	19	5:00 PM	32	122	17	125	49	247
5:15 AM	5		2		7		5:15 PM	38		30		68	
5:30 AM	3		1		4		5:30 PM	27		31		58	
5:45 AM	2		2		4		5:45 PM	25		47		72	
6:00 AM	3	20	0	17	3	37	6:00 PM	27	97	30	119	57	216
6:15 AM	2		3		5		6:15 PM	27		24		51	
6:30 AM	2		9		11		6:30 PM	18		35		53	
6:45 AM	13		5		18		6:45 PM	25		30		55	
7:00 AM	14	184	18	184	32	368	7:00 PM	25	78	16	61	41	139
7:15 AM	49		25		74		7:15 PM	16		13		29	
7:30 AM	81		69		150		7:30 PM	24		11		35	
7:45 AM	40		72		112		7:45 PM	13		21		34	
8:00 AM	20	65	22	67	42	132	8:00 PM	10	38	7	21	17	59
8:15 AM	13		16		29		8:15 PM	5		4		9	
8:30 AM	17		15		32		8:30 PM	10		7		17	
8:45 AM	15		14		29		8:45 PM	13		3		16	
9:00 AM	14	34	21	75	35	109	9:00 PM	9	23	4	14	13	37
9:15 AM	4		17		21		9:15 PM	2		4		6	
9:30 AM	8		20		28		9:30 PM	6		3		9	
9:45 AM	8		17		25		9:45 PM	6		3		9	
10:00 AM	11	44	14	57	25	101	10:00 PM	3	7	5	10	8	17
10:15 AM	8		16		24		10:15 PM	1		0		1	
10:30 AM	13		11		24		10:30 PM	2		4		6	
10:45 AM	12		16		28		10:45 PM	1		1		2	
11:00 AM	15	67	16	53	31	120	11:00 PM	2	2	1	4	3	6
11:15 AM	19		13		32		11:15 PM	0		1		1	
11:30 AM	15		6		21		11:30 PM	0		2		2	
11:45 AM	18		18		36		11:45 PM	0		0		0	

24 Hour Volume NB 1261 (49.3%) SB 1296 (50.7%) Combined 2557

12:00 AM - 12:00 PM
 Count NB 433 48.1 % SB 467 51.9 % Combined 900
 Peak Hour 7:15 AM 7:15 AM 7:15 AM
 Volume 190 188 378
 Factor 0.59 0.65 0.63

12:00 PM - 12:00 AM
 Count NB 828 50.0 % SB 829 50.0 % Combined 1657
 Peak Hour 4:30 PM 2:45 PM 2:30 PM
 Volume 137 163 281
 Factor 0.90 0.58 0.78

TRAFFIC DATA, LLC
 1409 Turnham Lane, Birmingham, AL 35216
 205-824-0125

Location: S BROOKWOOD RD north of OVERTON RD
 City, State: MOUNTAIN BROOK, AL
 Speed Limit: 25 mph

Date: 10/29/2014
 Wednesday

24 Hour Vehicle Classification
 Combined Channels

Time	Total	Bike	Cars & Trailer	2 Axle Long	Buses	2 Axle 6 Tire	3 Axle Single	4 Axle Single	<5 Axl Double	5 Axle Double	>6 Axl Double	<6 Axl Multi	6 Axle Multi	>6 Axl Multi
12:00 AM	2	0	1	1	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	1	0	0	0	0	0	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00 AM	3	0	3	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	8	0	4	0	0	0	4	0	0	0	0	0	0	0
5:00 AM	19	0	17	2	0	0	0	0	0	0	0	0	0	0
6:00 AM	37	0	30	6	0	1	0	0	0	0	0	0	0	0
7:00 AM	368	1	270	88	3	4	0	0	1	0	0	1	0	0
8:00 AM	132	0	97	31	0	4	0	0	0	0	0	0	0	0
9:00 AM	109	0	86	18	0	5	0	0	0	0	0	0	0	0
10:00 AM	101	0	79	19	0	3	0	0	0	0	0	0	0	0
11:00 AM	120	0	80	34	1	5	0	0	0	0	0	0	0	0
12:00 PM	125	0	94	26	1	4	0	0	0	0	0	0	0	0
1:00 PM	115	0	81	28	1	4	0	0	1	0	0	0	0	0
2:00 PM	219	1	151	58	3	4	0	0	2	0	0	0	0	0
3:00 PM	240	0	180	58	0	2	0	0	0	0	0	0	0	0
4:00 PM	237	0	176	58	0	3	0	0	0	0	0	0	0	0
5:00 PM	247	0	191	53	0	3	0	0	0	0	0	0	0	0
6:00 PM	216	0	165	47	0	3	0	0	1	0	0	0	0	0
7:00 PM	139	0	109	27	0	3	0	0	0	0	0	0	0	0
8:00 PM	59	0	51	6	0	2	0	0	0	0	0	0	0	0
9:00 PM	37	0	29	7	0	1	0	0	0	0	0	0	0	0
10:00 PM	17	0	14	3	0	0	0	0	0	0	0	0	0	0
11:00 PM	6	0	6	0	0	0	0	0	0	0	0	0	0	0
Total	2557	2	1915	570	9	51	4	0	5	0	0	1	0	0
%		0.1	74.9	22.3	0.4	2.0	0.2	0.0	0.2	0.0	0.0	0.0	0.0	0.0



Overhill Road at Balmoral Road, Hastings Road, and Laurel Lane Mountain Brook, Alabama

Traffic Study

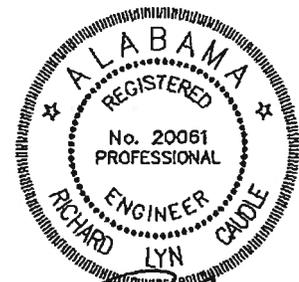
Prepared for:

The City of Mountain Brook
P.O. Box 130009
Mountain Brook, Alabama 35213
Phone (205) 802-2400 Fax (205) 879-6913

Prepared by:

Skipper Consulting, Inc.
3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Phone (205) 655-8855 Fax (205) 655-8825

January, 2015



SIGNED: 
DATE: 1/21/15

Introduction

This report documents a study performed for the complex intersection of Overhill Road/Balmoral Road/Hastings Road/Laurel Lane in the City of Mountain Brook. The complexity of the intersection is due to the geometry of the intersecting roads: two triangles with an intersection intermediate between the two triangles. In order to effectively describe the intersections considered in this study, the intersections were assigned letters A-G, as shown in Figure 1.

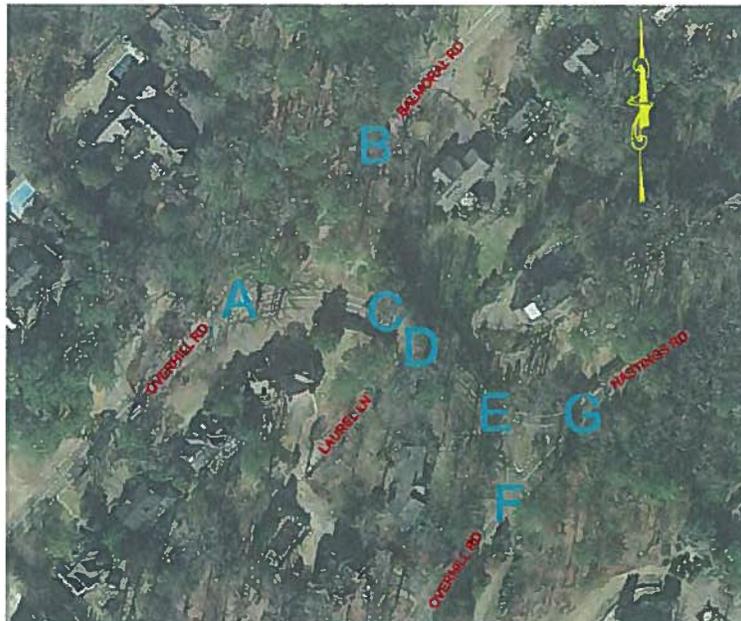


Figure 1. Study Intersection Key Map

This study was commissioned by the City of Mountain Brook to respond to concerns raised by residents regarding lack of sight distance to exit Laurel Lane onto Overhill Road (Intersection D). In performing a preliminary field review of the concern, it was apparent that this concern was due to not only specific circumstances related to the intersection of Overhill Road at Laurel Lane (Intersection D), but to the extended geometry, traffic control devices, and sight distance issues at other intersections in the two triangles. Therefore, a scope of work was proposed to provide a more comprehensive study of traffic conditions at all intersection within the two triangles.

Existing Traffic Counts

Machine traffic counts on roadways surrounding the intersections were performed for twenty-four continuous hours on Thursday to Friday, December 4 to 5, 2014, by Traffic Data, LLC on behalf of Skipper Consulting, Inc. The traffic count data is included in Appendix A of this report. The 24 hour, a.m. peak hour, and p.m. peak hour traffic counts are shown in Figures 2 and 3.

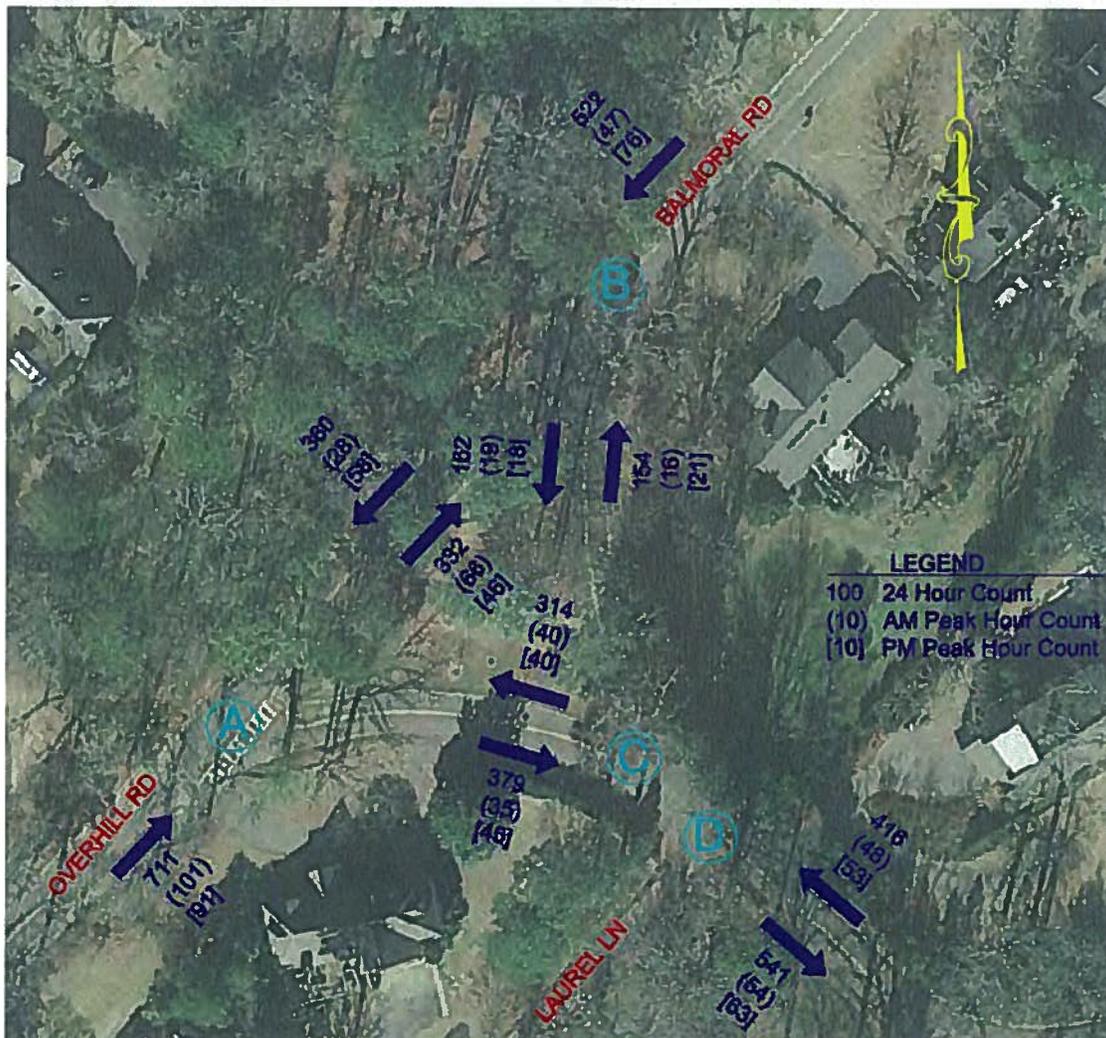


Figure 2. Existing Traffic Counts (Intersections A-D)

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

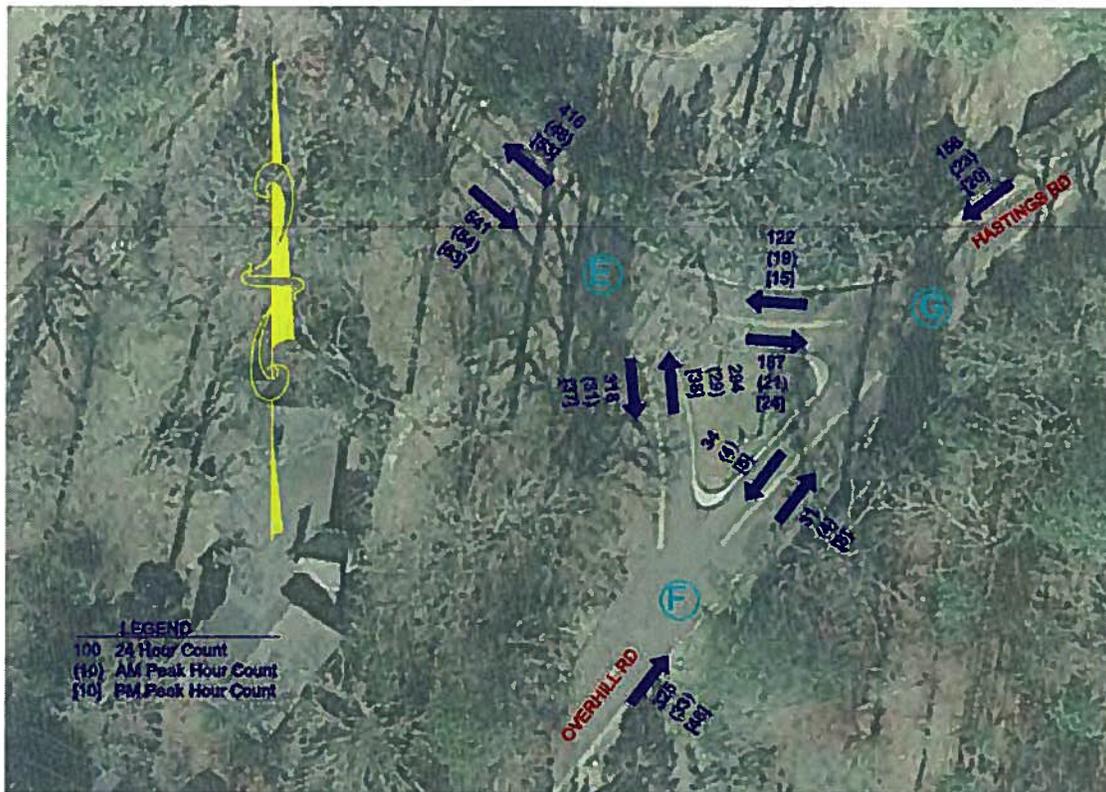


Figure 3. Existing Traffic Counts (Intersections E-G)

Existing Traffic Control

The traffic control devices used on each approach to the intersection vary by location. An inventory of existing traffic control devices is shown in Figure 4.

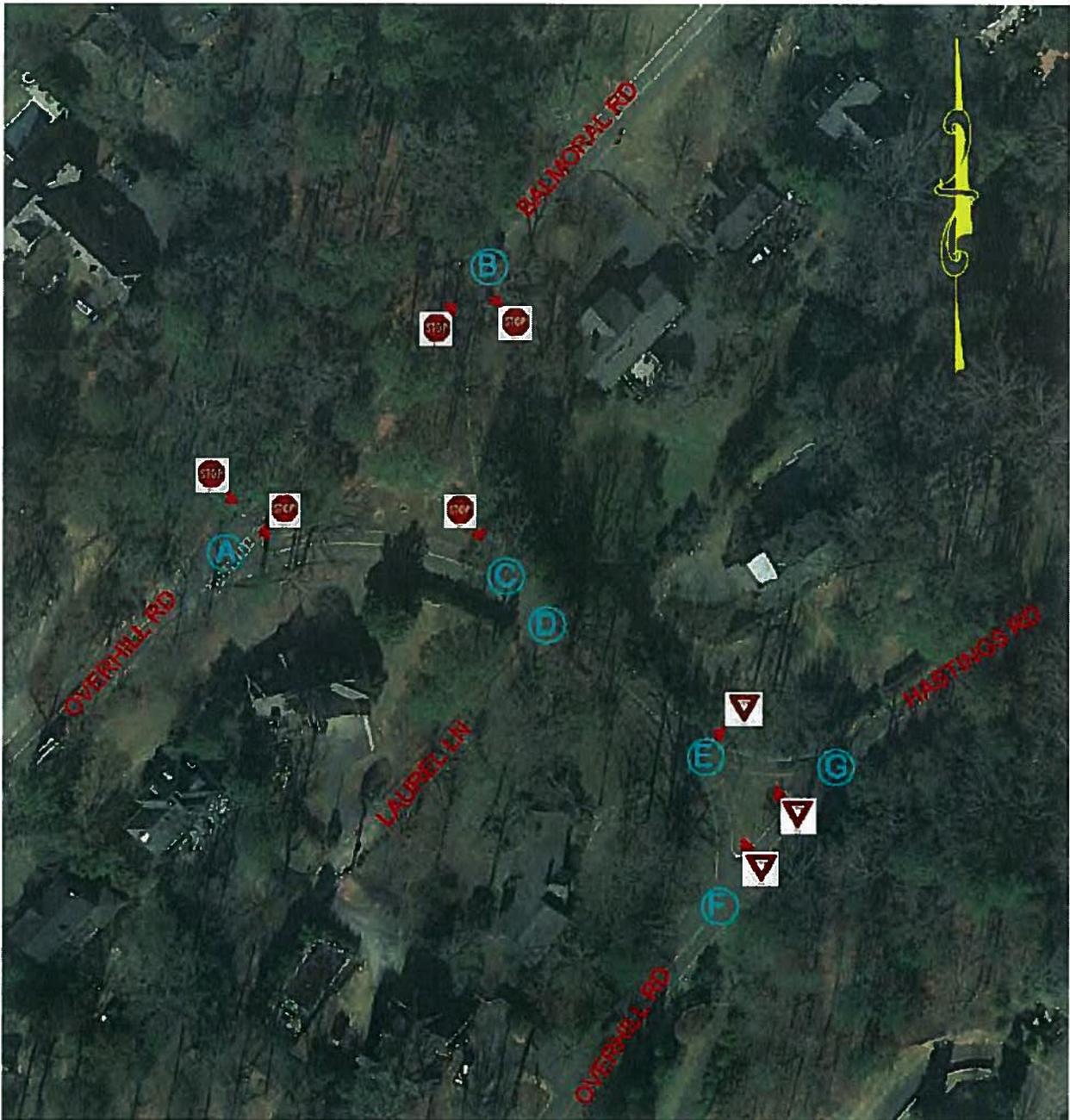


Figure 4. Existing Traffic Control Devices

Apparent Traffic Control Conflicts

In reviewing the existing traffic control, it appears that there may be a perceived conflict in rights-of-way between two movements at Intersection E. A perceived conflict occur where two (or more) vehicles might appear to both have right-of-way due to intersection geometry and lack of traffic control. This perceived conflict in who has right-of-way is illustrated in Figure 5. The recommendations included in a later section of this report include proposed measures to eliminate this perceived conflict.



Figure 5. Perceived Right-of-Way Conflict

Existing Intersection Sight Distance

Sight distance measurements were made for all movements at each of the seven intersections for all movements where sight distance of approaching vehicles is required in order to make the desired movement. The minimum required sight distance according to the AASHTO *Policy on the Geometric Design of Highways and Streets* (Green Book) is 240 feet, based on 25 miles per hour. 25 miles per hour is the posted speed limit on the roadways in the area, and is also the 85th percentile speed of traffic on Overhill Road as recorded by the Mountain Brook Police Department. The sight distance measurements are shown on Figures 6 through 12.



Figure 6. Sight Distance – Intersection A



Figure 7. Sight Distance – Intersection B

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

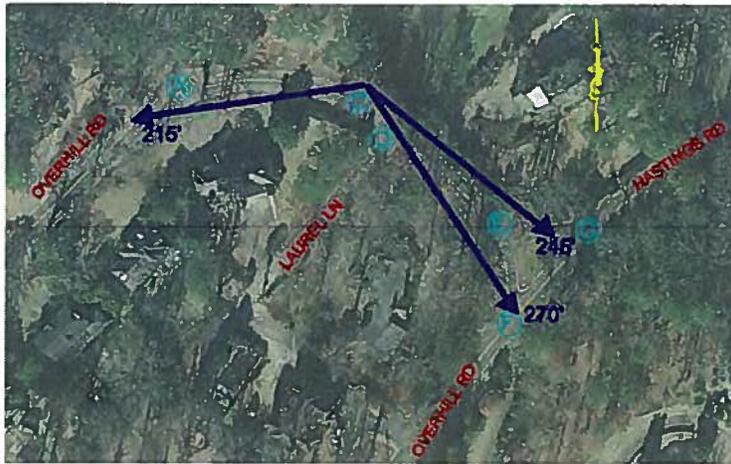


Figure 8. Sight Distance – Intersection C

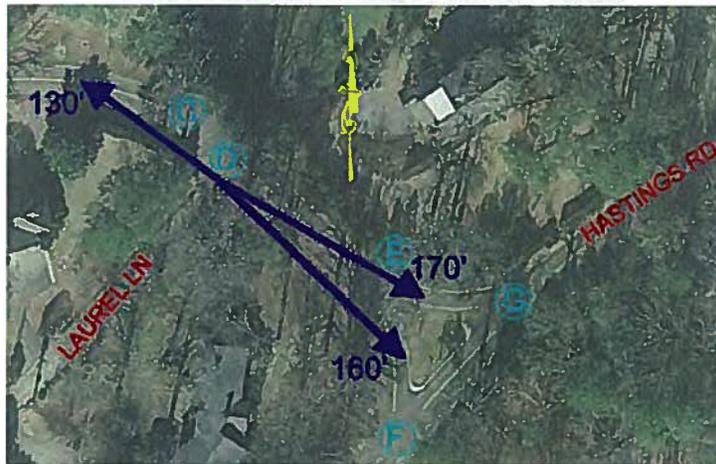


Figure 9. Sight Distance – Intersection D

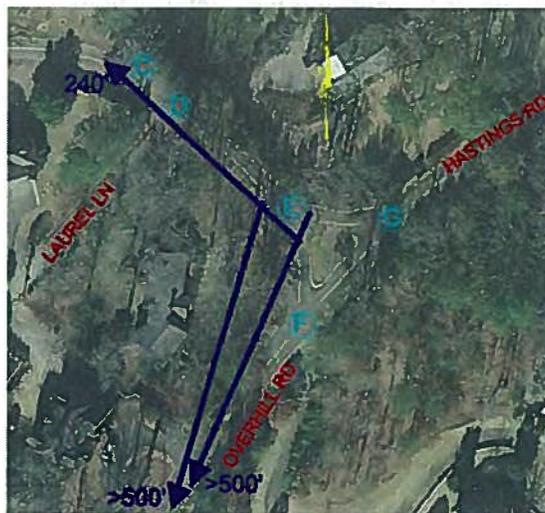


Figure 10. Sight Distance – Intersection E

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

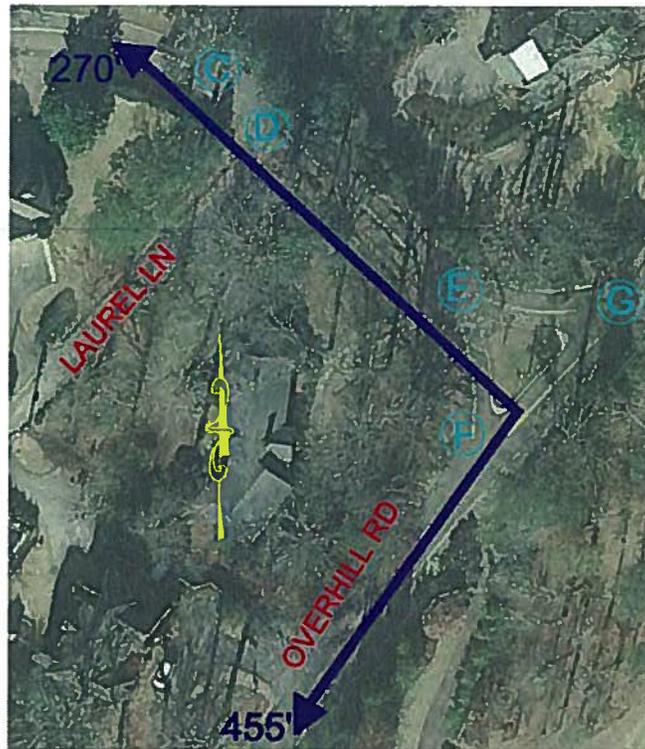


Figure 11. Sight Distance – Intersection F

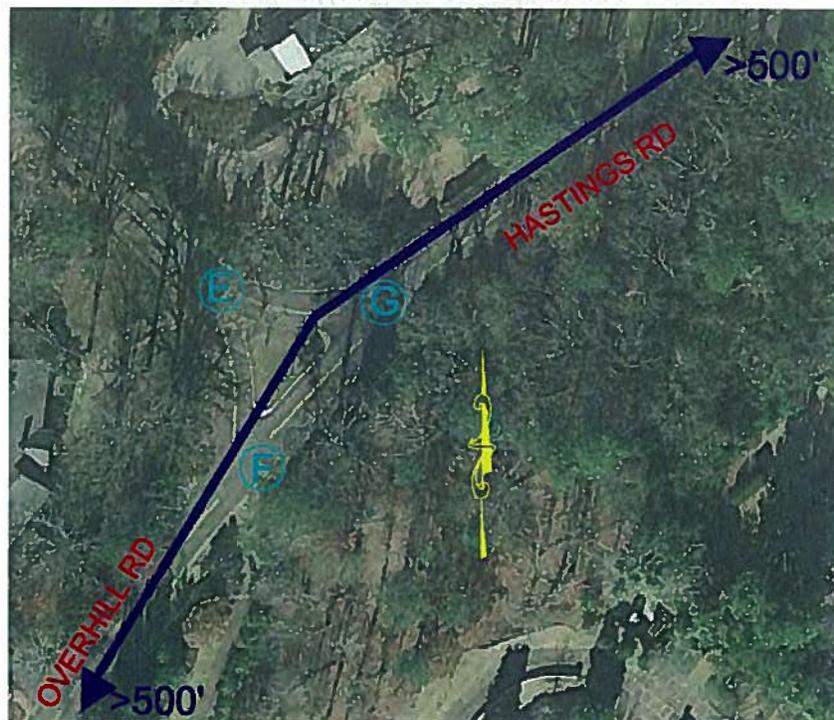


Figure 12. Sight Distance – Intersection G

Recommendations to Correct Sight Distance Deficiencies

In order to mitigate sight distance deficiencies identified in Figures 6 through 12, revisions are needed to two existing traffic control devices (change YIELD signs to STOP signs) and two new traffic control devices would be required (two STOP signs). Also, a STOP sign needed to be added to Laurel Lane to reinforce what is already required by State Law. The proposed recommendations are shown in Figures 13 through 15.



Figure 13. Recommendations – Intersections C and D



Figure 14. Recommendations – Intersection E



Figure 15. Recommendations – Intersection G

An overall view of the signing which would be in place for the intersections should all the recommendations be implemented is shown in Figure 16.

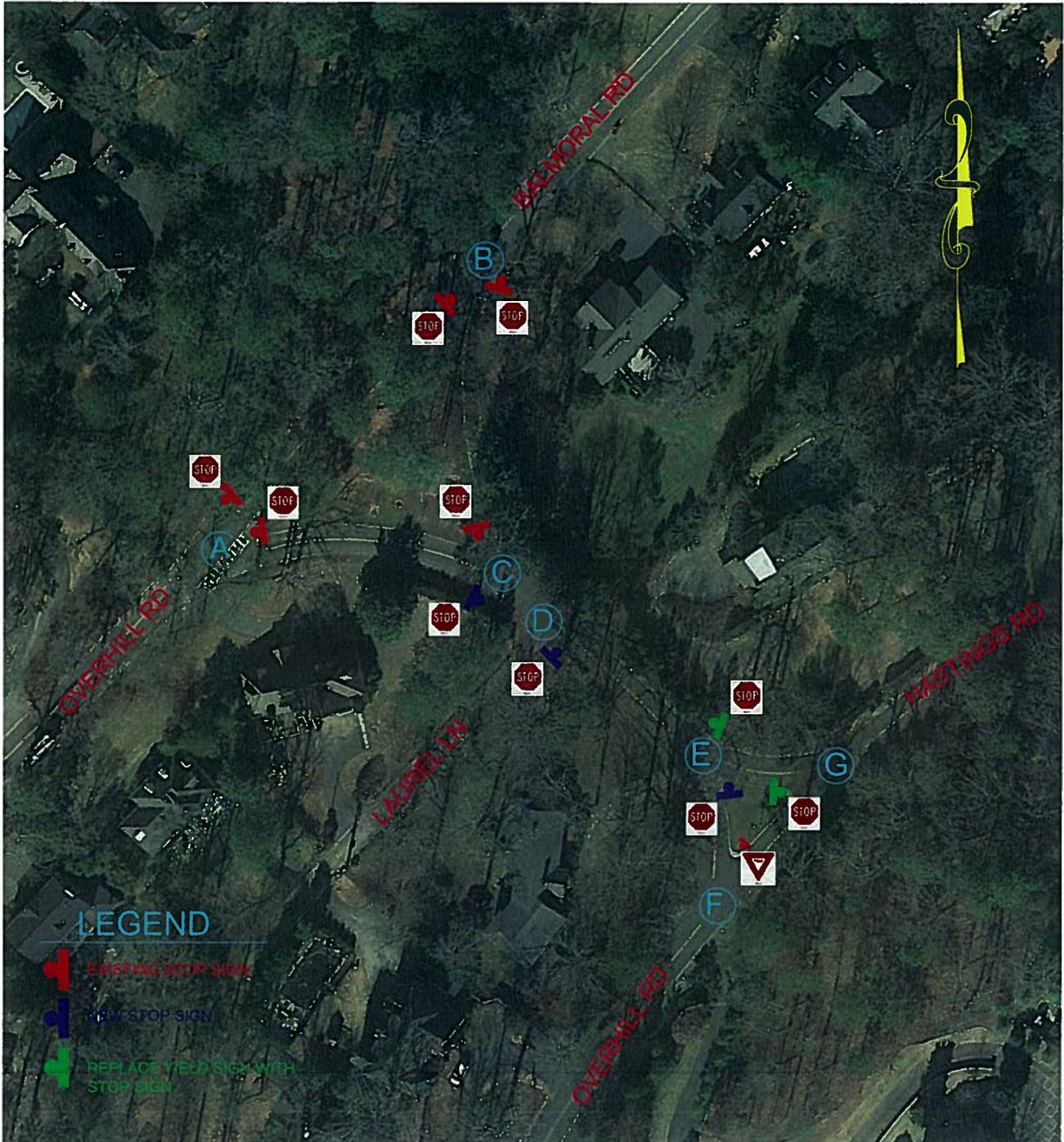


Figure 16. Overall Concept

Other Sight Distance Issues

Implementation of the proposed recommendations in Figures 13 through 15 will mitigate sight distance deficiencies related to vehicles being able to see approaching conflicting vehicles in enough time to make safe maneuvers. However, there are two other sight distance issues related to vehicles being able to see an object (such as a pedestrian) on the side of the roadway due to obstructions caused by vegetation immediately behind the gutter.

The first issue is for vehicles which make a right turn from Hastings Road onto Overhill Road (from Intersection G to Intersection E). This is illustrated in Figure 17.

The second issue is for vehicles which make a right turn from Overhill Drive onto Balmoral Road (from Intersection C to Intersection B). This is illustrated in Figure 18.

The only reasonable method to mitigate these sight distance issues is to remove the existing vegetation to the point where the sight lines are clear. A clear sight line of 240 feet is desirable. It is evident that the vegetation which needs to be removed is largely on the right-of-way. However, it is also evident that the vegetation to be removed is both ornamental and used for screening. It would be prudent for the City of Mountain Brook to contact the property owners at these two locations and discuss the possibility of removing or trimming back the vegetation in order to improve these sight lines.

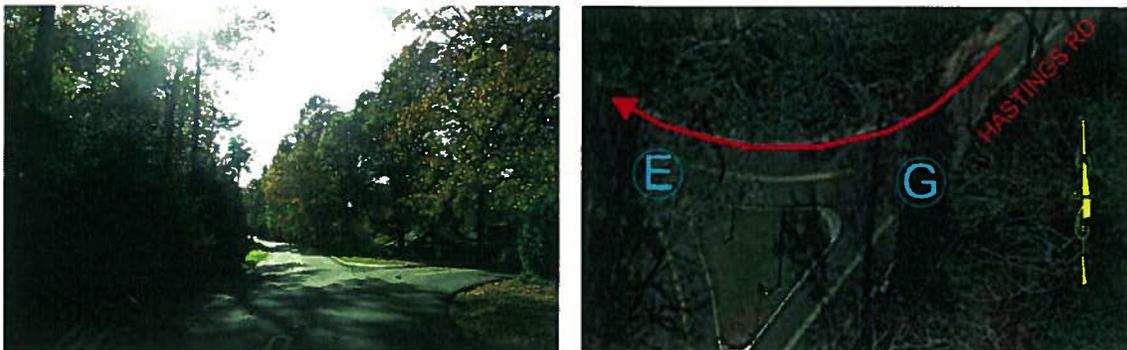


Figure 17. Sight Distance Issue Due to Vegetation

Overhill Road/Balmoral Road/Hastings Road/Laurel Lane

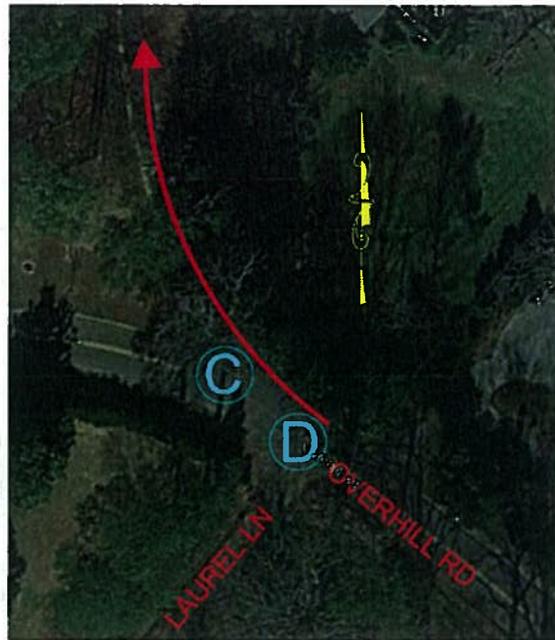


Figure 18. Sight Distance Issue Due to Vegetation

Appendix A

Existing Traffic Counts

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: : OVERHILL RD south of BALMORAL RD (A)
 City, State: : MOUNTAIN BROOK, AL

Date: 12/4/2014
 Thursday

24 Hour Volume												
Begin	WB	EB	Combined	Begin	WB	EB	Combined					
10:00 AM	5	23	5	20	10	43	10:00 PM	0	1	1	1	2
10:15 AM	8		3		11		10:15 PM	0		0		0
10:30 AM	4		6		10		10:30 PM	1		0		1
10:45 AM	6		6		12		10:45 PM	0		0		0
11:00 AM	3	23	3	19	6	42	11:00 PM	0	0	0	1	0
11:15 AM	6		5		11		11:15 PM	0		0		0
11:30 AM	9		1		10		11:30 PM	0		1		1
11:45 AM	5		10		15		11:45 PM	0		0		0
12:00 PM	5	19	4	20	9	39	12:00 AM	0	1	0	0	1
12:15 PM	6		5		11		12:15 AM	0		0		0
12:30 PM	3		6		9		12:30 AM	0		0		0
12:45 PM	5		5		10		12:45 AM	1		0		1
1:00 PM	4	22	10	38	14	60	1:00 AM	0	0	0	0	0
1:15 PM	10		8		18		1:15 AM	0		0		0
1:30 PM	5		8		13		1:30 AM	0		0		0
1:45 PM	3		12		15		1:45 AM	0		0		0
2:00 PM	6	32	8	33	14	65	2:00 AM	0	0	0	0	0
2:15 PM	3		8		11		2:15 AM	0		0		0
2:30 PM	5		8		13		2:30 AM	0		0		0
2:45 PM	18		9		27		2:45 AM	0		0		0
3:00 PM	6	27	9	33	15	60	3:00 AM	0	0	0	0	0
3:15 PM	5		5		10		3:15 AM	0		0		0
3:30 PM	11		11		22		3:30 AM	0		0		0
3:45 PM	5		8		13		3:45 AM	0		0		0
4:00 PM	6	16	9	44	15	60	4:00 AM	0	0	0	0	0
4:15 PM	0		9		9		4:15 AM	0		0		0
4:30 PM	7		12		19		4:30 AM	0		0		0
4:45 PM	3		14		17		4:45 AM	0		0		0
5:00 PM	6	25	10	33	16	58	5:00 AM	0	4	0	0	4
5:15 PM	7		9		16		5:15 AM	2		0		2
5:30 PM	7		9		16		5:30 AM	1		0		1
5:45 PM	5		5		10		5:45 AM	1		0		1
6:00 PM	5	16	7	24	12	40	6:00 AM	1	10	1	6	2
6:15 PM	6		5		11		6:15 AM	1		0		1
6:30 PM	2		8		10		6:30 AM	0		2		2
6:45 PM	3		4		7		6:45 AM	8		3		11
7:00 PM	2	5	3	16	5	21	7:00 AM	3	36	5	31	8
7:15 PM	1		3		4		7:15 AM	7		4		11
7:30 PM	1		4		5		7:30 AM	12		12		24
7:45 PM	1		6		7		7:45 AM	14		10		24
8:00 PM	1	4	2	12	3	16	8:00 AM	7	22	5	21	12
8:15 PM	0		3		3		8:15 AM	5		8		13
8:30 PM	2		5		7		8:30 AM	5		6		11
8:45 PM	1		2		3		8:45 AM	5		2		7
9:00 PM	1	4	5	10	6	14	9:00 AM	4	24	4	17	8
9:15 PM	2		2		4		9:15 AM	5		2		7
9:30 PM	1		2		3		9:30 AM	10		4		14
9:45 PM	0		1		1		9:45 AM	5		7		12
24 Hour Volume				WB	EB	Combined						
				314 (45.3%)	379 (54.7%)	693						

Count	12:00 AM - 12:00 PM			12:00 PM - 12:00 AM		
	WB	EB	Combined	WB	EB	Combined
	143	114	257	171	265	436
	55.6 %	44.4 %		39.2 %	60.8 %	
Peak Hour	7:15 AM	7:30 AM	7:30 AM	2:45 PM	4:15 PM	2:45 PM
Volume	40	35	73	40	45	74
Factor	0.71	0.73	0.76	0.56	0.80	0.69

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: : BALMORAL BLVD north of OVERHILL RD (B)
 City, State: : MOUNTAIN BROOK, AL

Date: 12/4/2014
 Thursday

24 Hour Volume							24 Hour Volume						
Begin	SB		NB		Combined		Begin	SB		NB		Combined	
10:00 AM	9	28	4	15	13	43	10:00 PM	0	0	1	4	1	4
10:15 AM	9		6		15		10:15 PM	0		2		2	
10:30 AM	9		1		10		10:30 PM	0		1		1	
10:45 AM	1		4		5		10:45 PM	0		0		0	
11:00 AM	6	23	1	13	7	36	11:00 PM	0	0	0	0	0	0
11:15 AM	8		5		13		11:15 PM	0		0		0	
11:30 AM	4		5		9		11:30 PM	0		0		0	
11:45 AM	5		2		7		11:45 PM	0		0		0	
12:00 PM	4	21	3	15	7	36	12/5/2014 12:00 AM	0	1	0	0	0	1
12:15 PM	4		4		8		12:15 AM	1		0		1	
12:30 PM	5		5		10		12:30 AM	0		0		0	
12:45 PM	8		3		11		12:45 AM	0		0		0	
1:00 PM	5	18	5	16	10	34	1:00 AM	0	0	0	0	0	0
1:15 PM	2		1		3		1:15 AM	0		0		0	
1:30 PM	3		6		9		1:30 AM	0		0		0	
1:45 PM	8		4		12		1:45 AM	0		0		0	
2:00 PM	4	22	8	43	12	65	2:00 AM	0	0	0	0	0	0
2:15 PM	5		9		14		2:15 AM	0		0		0	
2:30 PM	6		15		21		2:30 AM	0		0		0	
2:45 PM	7		11		18		2:45 AM	0		0		0	
3:00 PM	13	34	8	39	21	73	3:00 AM	0	0	0	0	0	0
3:15 PM	9		12		21		3:15 AM	0		0		0	
3:30 PM	5		10		15		3:30 AM	0		0		0	
3:45 PM	7		9		16		3:45 AM	0		0		0	
4:00 PM	6	33	6	24	12	57	4:00 AM	0	1	0	0	0	1
4:15 PM	7		6		13		4:15 AM	0		0		0	
4:30 PM	10		7		17		4:30 AM	1		0		1	
4:45 PM	10		5		15		4:45 AM	0		0		0	
5:00 PM	14	55	3	29	17	84	5:00 AM	0	1	1	2	1	3
5:15 PM	9		14		23		5:15 AM	1		0		1	
5:30 PM	21		8		29		5:30 AM	0		1		1	
5:45 PM	11		4		15		5:45 AM	0		0		0	
6:00 PM	10	34	3	7	13	41	6:00 AM	0	2	2	6	2	8
6:15 PM	16		2		18		6:15 AM	1		2		3	
6:30 PM	5		1		6		6:30 AM	0		1		1	
6:45 PM	3		1		4		6:45 AM	1		1		2	
7:00 PM	3	20	4	7	7	27	7:00 AM	2	24	6	62	8	86
7:15 PM	4		2		6		7:15 AM	4		10		14	
7:30 PM	8		1		9		7:30 AM	9		31		40	
7:45 PM	5		0		5		7:45 AM	9		15		24	
8:00 PM	2	6	2	6	4	12	8:00 AM	2	14	10	28	12	42
8:15 PM	2		3		5		8:15 AM	4		6		10	
8:30 PM	0		0		0		8:30 AM	4		3		7	
8:45 PM	2		1		3		8:45 AM	4		9		13	
9:00 PM	3	7	1	5	4	12	9:00 AM	4	16	3	11	7	27
9:15 PM	1		2		3		9:15 AM	2		1		3	
9:30 PM	2		2		4		9:30 AM	3		4		7	
9:45 PM	1		0		1		9:45 AM	7		3		10	

24 Hour Volume SB 360 (52.0%) NB 332 (48.0%) Combined 692

12:00 AM - 12:00 PM

Count	SB	NB	Combined
	110	137	247
	44.5 %	55.5 %	
Peak Hour	10:00 AM	7:15 AM	7:15 AM
Volume	28	66	90
Factor	0.78	0.53	0.56

12:00 PM - 12:00 AM

Count	SB	NB	Combined
	250	195	445
	56.2 %	43.8 %	
Peak Hour	5:30 PM	2:30 PM	4:45 PM
Volume	58	46	84
Factor	0.69	0.77	0.72

TRAFFIC DATA, LLC
1409 Turnham Lane, Birmingham, AL 35216
205-824-0125

Location: : BALMORAL RD north of OVERHILL RD (C)
 City, State: : MOUNTAIN BROOK, AL

Date: 12/4/2014
 Thursday

24 Hour Volume							24 Hour Volume								
Begin	SB		NB		Combined		Begin	SB		NB		Combined			
10:00 AM	5	11	2	16	7	27	10:00 PM	0	1	0	0	0	1		
10:15 AM	4		3		7		10:15 PM	1		0		1			
10:30 AM	2		9		11		10:30 PM	0		0		0			
10:45 AM	0		2		2		10:45 PM	0		0		0			
11:00 AM	3	18	1	9	4	27	11:00 PM	0	0	0	0	0	0		
11:15 AM	9		3		12		11:15 PM	0		0		0			
11:30 AM	6		3		9		11:30 PM	0		0		0			
11:45 AM	0		2		2		11:45 PM	0		0		0			
12:00 PM	4	10	4	12	8	22	12:00 AM	0	0	0	0	0	0		
12:15 PM	2		4		6		12:15 AM	0		0		0			
12:30 PM	2		2		4		12:30 AM	0		0		0			
12:45 PM	2		2		4		12:45 AM	0		0		0			
1:00 PM	1	13	3	13	4	26	1:00 AM	0	0	0	0	0	0		
1:15 PM	5		3		8		1:15 AM	0		0		0			
1:30 PM	6		4		10		1:30 AM	0		0		0			
1:45 PM	1		3		4		1:45 AM	0		0		0			
2:00 PM	3	9	1	13	4	22	2:00 AM	0	0	0	0	0	0		
2:15 PM	1		4		5		2:15 AM	0		0		0			
2:30 PM	3		4		7		2:30 AM	0		0		0			
2:45 PM	2		4		6		2:45 AM	0		0		0			
3:00 PM	2	17	5	16	7	33	3:00 AM	0	0	0	0	0	0		
3:15 PM	9		2		11		3:15 AM	0		0		0			
3:30 PM	5		3		8		3:30 AM	0		0		0			
3:45 PM	1		6		7		3:45 AM	0		0		0			
4:00 PM	2	11	3	20	5	31	4:00 AM	0	0	0	0	0	0		
4:15 PM	5		4		9		4:15 AM	0		0		0			
4:30 PM	0		8		8		4:30 AM	0		0		0			
4:45 PM	4		5		9		4:45 AM	0		0		0			
5:00 PM	2	8	2	11	4	19	5:00 AM	0	1	0	0	0	1		
5:15 PM	2		5		7		5:15 AM	1		0		1			
5:30 PM	3		2		5		5:30 AM	0		0		0			
5:45 PM	1		2		3		5:45 AM	0		0		0			
6:00 PM	2	10	4	11	6	21	6:00 AM	2	4	0	1	2	5		
6:15 PM	4		1		5		6:15 AM	0		0		0			
6:30 PM	3		5		8		6:30 AM	0		0		0			
6:45 PM	1		1		2		6:45 AM	2		1		3			
7:00 PM	0	5	2	5	2	10	7:00 AM	3	17	1	9	4	26		
7:15 PM	1		0		1		7:15 AM	2		3		5			
7:30 PM	1		2		3		7:30 AM	5		2		7			
7:45 PM	3		1		4		7:45 AM	7		3		10			
8:00 PM	2	3	1	4	3	7	8:00 AM	3	13	1	4	4	17		
8:15 PM	1		1		2		8:15 AM	4		0		4			
8:30 PM	0		1		1		8:30 AM	4		2		6			
8:45 PM	0		1		1		8:45 AM	2		1		3			
9:00 PM	2	3	0	4	2	7	9:00 AM	0	8	1	6	1	14		
9:15 PM	0		1		1		9:15 AM	1		2		3			
9:30 PM	0		1		1		9:30 AM	5		1		6			
9:45 PM	1		2		3		9:45 AM	2		2		4			
24 Hour Volume					SB	NB	Combined						SB	NB	Combined
					162 (51.3%)	154 (48.7%)	316						90	109	199

12:00 AM - 12:00 PM

12:00 PM - 12:00 AM

Count	SB	NB	Combined
	72	45	117
Peak Hour	61.5 %	38.5 %	
Volume	7:30 AM	10:00 AM	10:30 AM
Factor	19	16	29
	0.68	0.44	0.60

Count	SB	NB	Combined
	90	109	199
Peak Hour	45.2 %	54.8 %	
Volume	2:45 PM	3:45 PM	3:00 PM
Factor	18	21	33
	0.50	0.66	0.75

TRAFFIC DATA, LLC 205-824-0125

Location: OVERHILL RD south of HASTINGS RD (D)

Count Interval: 15 minutes

Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	NorthBound Volume	SouthBound Volume	Total Volume
10:00 - 10:14	7	6	13
10:15 - 10:29	6	6	12
10:30 - 10:44	9	3	12
10:45 - 10:59	3	1	4
Hour Total	25	16	41
11:00 - 11:14	2	4	6
11:15 - 11:29	4	7	11
11:30 - 11:44	6	6	12
11:45 - 11:59	4	7	11
Hour Total	16	24	40
12:00 - 12:14	8	6	14
12:15 - 12:29	4	2	6
12:30 - 12:44	7	4	11
12:45 - 12:59	3	4	7
Hour Total	22	16	38
13:00 - 13:14	6	4	10
13:15 - 13:29	7	9	16
13:30 - 13:44	5	10	15
13:45 - 13:59	5	7	12
Hour Total	23	30	53
14:00 - 14:14	7	11	18
14:15 - 14:29	6	4	10
14:30 - 14:44	5	8	13
14:45 - 14:59	19	6	25
Hour Total	37	29	66
15:00 - 15:14	8	7	15
15:15 - 15:29	2	6	8
15:30 - 15:44	9	12	21
15:45 - 15:59	7	8	15
Hour Total	26	33	59
16:00 - 16:14	4	5	9
16:15 - 16:29	2	7	9
16:30 - 16:44	7	4	11
16:45 - 16:59	5	10	15
Hour Total	18	26	44
17:00 - 17:14	6	8	14
17:15 - 17:29	8	6	14
17:30 - 17:44	7	7	14

Location: OVERHILL RD south of HASTINGS RD (D)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	NorthBound Volume	SouthBound Volume	Total Volume
17:45 - 17:59	6	3	9
Hour Total	27	24	51
18:00 - 18:14	5	5	10
18:15 - 18:29	4	7	11
18:30 - 18:44	5	3	8
18:45 - 18:59	3	4	7
Hour Total	17	19	36
19:00 - 19:14	2	4	6
19:15 - 19:29	1	1	2
19:30 - 19:44	2	2	4
19:45 - 19:59	0	6	6
Hour Total	5	13	18
20:00 - 20:14	3	3	6
20:15 - 20:29	2	3	5
20:30 - 20:44	1	2	3
20:45 - 20:59	2	1	3
Hour Total	8	9	17
21:00 - 21:14	0	3	3
21:15 - 21:29	2	1	3
21:30 - 21:44	1	1	2
21:45 - 21:59	2	0	2
Hour Total	5	5	10
22:00 - 22:14	0	0	0
22:15 - 22:29	0	1	1
22:30 - 22:44	2	0	2
23:45 - 22:59	0	0	0
Hour Total	2	1	3
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	0	0	0
23:45 - 23:59	0	0	0
Hour Total	0	0	0
Mid - 12:14	0	0	0
12:15 - 12:29	0	0	0
12:30 - 12:44	0	0	0
12:45 - 12:59	1	0	1
Hour Total	1	0	1
1:00 - 1:14	0	0	0
1:15 - 1:29	0	0	0
1:30 - 1:44	0	0	0
1:45 - 1:59	0	0	0
Hour Total	0	0	0
2:00 - 2:14	0	0	0
2:15 - 2:29	0	0	0
2:30 - 2:44	0	0	0
2:45 - 2:59	0	0	0
Hour Total	0	0	0

Location: OVERHILL RD south of HASTINGS RD (D)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	NorthBound Volume	SouthBound Volume	Total Volume
3:00 - 3:14	0	0	0
3:15 - 3:29	0	0	0
3:30 - 3:44	0	0	0
3:45 - 3:59	0	0	0
Hour Total	0	0	0
4:00 - 4:14	0	0	0
4:15 - 4:29	0	0	0
4:30 - 4:44	0	0	0
4:45 - 4:59	0	0	0
Hour Total	0	0	0
5:00 - 5:14	0	0	0
5:15 - 5:29	0	1	1
5:30 - 5:44	0	0	0
5:45 - 5:59	0	0	0
Hour Total	0	1	1
6:00 - 6:14	0	2	2
6:15 - 6:29	1	0	1
6:30 - 6:44	0	1	1
6:45 - 6:59	3	3	6
Hour Total	4	6	10
7:00 - 7:14	3	4	7
7:15 - 7:29	2	3	5
7:30 - 7:44	4	5	9
7:45 - 7:59	10	11	21
Hour Total	19	23	42
8:00 - 8:14	5	7	12
8:15 - 8:29	1	7	8
8:30 - 8:44	3	6	9
8:45 - 8:59	4	3	7
Hour Total	13	23	36
9:00 - 9:14	5	3	8
9:15 - 9:29	8	3	11
9:30 - 9:44	6	9	15
9:45 - 9:59	7	5	12
Hour Total	26	20	46

ADT	294	318	612
AM Peak Time	9:45-10:45	7:45- 8:45	9:30-10:30
AM Peak Volume:	29	31	52
PM Peak Time	14:15-15:15	13:15-14:15	14:45-15:45
PM Peak Volume:	38	37	69

TRAFFIC DATA, LLC 205-824-0125

Location: HASTINGS RD east of OVERHILL RD (E)

Count Interval: 15 minutes

Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	EastBound Volume	WestBound Volume	Total Volume
10:00 - 10:14	2	2	4
10:15 - 10:29	1	1	2
10:30 - 10:44	3	0	3
10:45 - 10:59	4	0	4
Hour Total	10	3	13
11:00 - 11:14	0	1	1
11:15 - 11:29	6	1	7
11:30 - 11:44	1	6	7
11:45 - 11:59	3	3	6
Hour Total	10	11	21
12:00 - 12:14	0	1	1
12:15 - 12:29	5	2	7
12:30 - 12:44	4	0	4
12:45 - 12:59	3	5	8
Hour Total	12	8	20
13:00 - 13:14	3	0	3
13:15 - 13:29	1	3	4
13:30 - 13:44	2	1	3
13:45 - 13:59	5	1	6
Hour Total	11	5	16
14:00 - 14:14	0	1	1
14:15 - 14:29	3	2	5
14:30 - 14:44	3	1	4
14:45 - 14:59	4	0	4
Hour Total	10	4	14
15:00 - 15:14	5	3	8
15:15 - 15:29	7	3	10
15:30 - 15:44	5	6	11
15:45 - 15:59	4	2	6
Hour Total	21	14	35
16:00 - 16:14	5	4	9
16:15 - 16:29	5	0	5
16:30 - 16:44	6	5	11
16:45 - 16:59	8	2	10
Hour Total	24	11	35
17:00 - 17:14	3	4	7
17:15 - 17:29	3	4	7
17:30 - 17:44	4	2	6

Location: HASTINGS RD east of OVERHILL RD (E)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	EastBound Volume	WestBound Volume	Total Volume
17:45 - 17:59	4	1	5
Hour Total	14	11	25
18:00 - 18:14	3	2	5
18:15 - 18:29	1	3	4
18:30 - 18:44	6	3	9
18:45 - 18:59	2	0	2
Hour Total	12	8	20
19:00 - 19:14	2	1	3
19:15 - 19:29	2	1	3
19:30 - 19:44	3	1	4
19:45 - 19:59	3	1	4
Hour Total	10	4	14
20:00 - 20:14	2	0	2
20:15 - 20:29	0	0	0
20:30 - 20:44	3	1	4
20:45 - 20:59	0	1	1
Hour Total	5	2	7
21:00 - 21:14	1	0	1
21:15 - 21:29	2	0	2
21:30 - 21:44	1	1	2
21:45 - 21:59	1	0	1
Hour Total	5	1	6
22:00 - 22:14	1	0	1
22:15 - 22:29	0	0	0
22:30 - 22:44	0	0	0
23:45 - 22:59	0	0	0
Hour Total	1	0	1
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	1	0	1
23:45 - 23:59	0	0	0
Hour Total	1	0	1
Mid - 12:14	0	0	0
12:15 - 12:29	0	0	0
12:30 - 12:44	0	0	0
12:45 - 12:59	0	0	0
Hour Total	0	0	0
1:00 - 1:14	0	0	0
1:15 - 1:29	0	0	0
1:30 - 1:44	0	0	0
1:45 - 1:59	0	0	0
Hour Total	0	0	0
2:00 - 2:14	0	0	0
2:15 - 2:29	0	0	0
2:30 - 2:44	0	0	0
2:45 - 2:59	0	0	0
Hour Total	0	0	0

Location: HASTINGS RD east of OVERHILL RD (E)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	EastBound Volume	WestBound Volume	Total Volume
3:00 - 3:14	0	0	0
3:15 - 3:29	0	0	0
3:30 - 3:44	0	0	0
3:45 - 3:59	0	0	0
Hour Total	0	0	0
4:00 - 4:14	0	0	0
4:15 - 4:29	0	0	0
4:30 - 4:44	0	0	0
4:45 - 4:59	0	0	0
Hour Total	0	0	0
5:00 - 5:14	0	0	0
5:15 - 5:29	0	2	2
5:30 - 5:44	0	1	1
5:45 - 5:59	0	0	0
Hour Total	0	3	3
6:00 - 6:14	1	1	2
6:15 - 6:29	0	0	0
6:30 - 6:44	1	0	1
6:45 - 6:59	1	3	4
Hour Total	3	4	7
7:00 - 7:14	3	1	4
7:15 - 7:29	3	5	8
7:30 - 7:44	11	7	18
7:45 - 7:59	4	4	8
Hour Total	21	17	38
8:00 - 8:14	3	3	6
8:15 - 8:29	3	4	7
8:30 - 8:44	3	4	7
8:45 - 8:59	0	1	1
Hour Total	9	12	21
9:00 - 9:14	1	1	2
9:15 - 9:29	1	0	1
9:30 - 9:44	3	2	5
9:45 - 9:59	3	1	4
Hour Total	8	4	12
ADT :	187	122	309
AM Peak Time :	7:00- 8:00	7:15- 8:15	7:15- 8:15
AM Peak Volume:	21	19	40
PM Peak Time :	16:00-17:00	15:15-16:15	15:15-16:15
PM Peak Volume:	24	15	36

TRAFFIC DATA, LLC 205-824-0125

Location: HASTINGS RD north of OVERHILL RD (F)

Count Interval: 15 minutes

Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	SouthBound Volume	NorthBound Volume	Total Volume
10:00 - 10:14	0	1	1
10:15 - 10:29	3	2	5
10:30 - 10:44	0	1	1
10:45 - 10:59	0	0	0
Hour Total	3	4	7
11:00 - 11:14	1	0	1
11:15 - 11:29	1	0	1
11:30 - 11:44	0	0	0
11:45 - 11:59	0	0	0
Hour Total	2	0	2
12:00 - 12:14	2	1	3
12:15 - 12:29	2	1	3
12:30 - 12:44	0	0	0
12:45 - 12:59	0	0	0
Hour Total	4	2	6
13:00 - 13:14	2	0	2
13:15 - 13:29	2	0	2
13:30 - 13:44	0	0	0
13:45 - 13:59	1	0	1
Hour Total	5	0	5
14:00 - 14:14	0	2	2
14:15 - 14:29	2	0	2
14:30 - 14:44	1	3	4
14:45 - 14:59	1	3	4
Hour Total	4	8	12
15:00 - 15:14	1	0	1
15:15 - 15:29	0	0	0
15:30 - 15:44	2	0	2
15:45 - 15:59	0	0	0
Hour Total	3	0	3
16:00 - 16:14	0	0	0
16:15 - 16:29	0	0	0
16:30 - 16:44	1	0	1
16:45 - 16:59	1	2	3
Hour Total	2	2	4
17:00 - 17:14	0	0	0
17:15 - 17:29	1	1	2
17:30 - 17:44	0	0	0

Location: HASTINGS RD north of OVERHILL RD (F)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	SouthBound Volume	NorthBound Volume	Total Volume
17:45 - 17:59	0	0	0
Hour Total	1	1	2
18:00 - 18:14	0	0	0
18:15 - 18:29	2	0	2
18:30 - 18:44	0	0	0
18:45 - 18:59	0	1	1
Hour Total	2	1	3
19:00 - 19:14	0	0	0
19:15 - 19:29	0	0	0
19:30 - 19:44	1	1	2
19:45 - 19:59	0	0	0
Hour Total	1	1	2
20:00 - 20:14	0	0	0
20:15 - 20:29	0	0	0
20:30 - 20:44	0	1	1
20:45 - 20:59	0	1	1
Hour Total	0	2	2
21:00 - 21:14	1	1	2
21:15 - 21:29	0	0	0
21:30 - 21:44	1	1	2
21:45 - 21:59	0	0	0
Hour Total	2	2	4
22:00 - 22:14	0	1	1
22:15 - 22:29	0	0	0
22:30 - 22:44	0	0	0
23:45 - 22:59	0	0	0
Hour Total	0	1	1
23:00 - 23:14	0	0	0
23:15 - 23:29	0	0	0
23:30 - 23:44	0	0	0
23:45 - 23:59	0	0	0
Hour Total	0	0	0
Mid - 12:14	0	0	0
12:15 - 12:29	0	0	0
12:30 - 12:44	0	1	1
12:45 - 12:59	0	0	0
Hour Total	0	1	1
1:00 - 1:14	0	0	0
1:15 - 1:29	0	0	0
1:30 - 1:44	0	0	0
1:45 - 1:59	0	0	0
Hour Total	0	0	0
2:00 - 2:14	0	0	0
2:15 - 2:29	0	0	0
2:30 - 2:44	0	0	0
2:45 - 2:59	0	0	0
Hour Total	0	0	0

Location: HASTINGS RD north of OVERHILL RD (F)
Count Date: Thursday - December 4, 2014 /Friday - December 5, 2014

Time	SouthBound Volume	NorthBound Volume	Total Volume
3:00 - 3:14	0	0	0
3:15 - 3:29	0	0	0
3:30 - 3:44	0	0	0
3:45 - 3:59	0	0	0
Hour Total	0	0	0
4:00 - 4:14	0	0	0
4:15 - 4:29	0	0	0
4:30 - 4:44	0	0	0
4:45 - 4:59	0	0	0
Hour Total	0	0	0
5:00 - 5:14	0	0	0
5:15 - 5:29	1	1	2
5:30 - 5:44	0	0	0
5:45 - 5:59	0	0	0
Hour Total	1	1	2
6:00 - 6:14	0	0	0
6:15 - 6:29	0	0	0
6:30 - 6:44	0	0	0
6:45 - 6:59	0	0	0
Hour Total	0	0	0
7:00 - 7:14	0	0	0
7:15 - 7:29	0	1	1
7:30 - 7:44	1	0	1
7:45 - 7:59	0	0	0
Hour Total	1	1	2
8:00 - 8:14	0	0	0
8:15 - 8:29	0	1	1
8:30 - 8:44	1	0	1
8:45 - 8:59	1	0	1
Hour Total	2	1	3
9:00 - 9:14	0	0	0
9:15 - 9:29	0	2	2
9:30 - 9:44	1	1	2
9:45 - 9:59	0	0	0
Hour Total	1	3	4
ADT :	34	31	65
AM Peak Time :	9:30-10:30	9:15-10:15	9:30-10:30
AM Peak Volume:	4	4	8
PM Peak Time :	13:00-14:00	14:00-15:00	14:00-15:00
PM Peak Volume:	5	8	12

PROFESSIONAL SERVICES AGREEMENT
Between
The City of Mountain Brook and Skipper Consulting, Inc.

This Agreement is made by and between the City of Mountain Brook, Alabama ("Client"), doing business at 56 Church Street, Mountain Brook, Alabama 35213 and, Skipper Consulting, Inc. ("Consultant"), doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

WHEREAS, the Client requests that the Consultant perform professional traffic engineering services related to a traffic study, traffic signal modification design, and other work related to the intersection of Cahaba Road at 21st Avenue South/Fairway Drive (the "Project" or "Services");

WHEREAS, the parties intend that the Consultant be authorized to start work on the services outlined in this agreement upon execution of this Agreement, and

WHEREAS, the Client and Consultant agree that the Services be performed pursuant to the terms of this Agreement, together with the attached Exhibit A and the Addendum related hereto, which writings constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this Agreement:

SEE SCOPE OF WORK SET FORTH ON EXHIBIT "A"

The Consultant agrees to perform its Services in a manner that is consistent with professional skill and care that would be provided by other professionals in its industry under same or similar conditions, and in the orderly progress of the Project.

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION/ BILLING/ PAYMENT: Skipper Consulting Inc. will undertake and perform the work and Services outlined in Exhibit "A" for a fixed fee as follows (inclusive of all expenses):

<u>Work Task</u>	<u>Fee</u>
Traffic Study	\$3,800.00
Traffic Signal Modification Design	<u>\$5,500.00</u>
Total	\$9,300.00

The CLIENT will bill for its Services monthly based on the work completed during the billing period. Invoices for uncontested amounts are payable within 30 days from the receipt by the Client, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this Agreement.

If complications or other unforeseen factors cause a change in the scope of Work outlined in Exhibit "A", the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant will submit a proposal for the additional work. No additional work or services other than those contemplated herein shall be performed without the written approval of the Client.

If for any reason, payment for uncontested amounts reflected on invoices is more than 30 days delinquent, the Consultant shall have the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

4. STANDARD TERMS AND CONDITIONS

The Client shall have final right of review and approval of all plans and specifications that shall be delivered in connection with the performance of the Services; however, review and approval shall not be withheld unreasonably.

The rights and obligations of the parties to this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Either party may terminate this Agreement upon 10 days' written notice to the other party should the defaulting party substantially fail to perform any or its material responsibilities in the Agreement through no fault of the party desiring to terminate. In the event of termination of this Agreement, due to the fault of a person or party other than the Consultant, Consultant shall be paid for Services performed to termination date.

The Consultant agrees to furnish consulting services only related to the Project. Consultant shall be responsible for coordination of its work with that of Client.

This Agreement (including Exhibit A and the Addendum) shall constitute the entire agreement between the parties concerning the matters herein, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

Any modification or amendment of this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

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

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this Agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with its terms where the causes of such failure shall occur due to events beyond a party's reasonable control, include, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades,

insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as is reflected on the Addendum.

Client shall provide Consultant access to the Project site necessary for the Consultant to provide the services outlined.

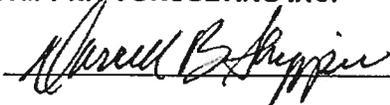
The Client's reuse of any report, documents or other deliverables prepared by the Consultant for the Project on any other project without written verification by the Consultant shall be at the Client's risk.

The persons signing this Agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

CLIENT: CITY OF MOUNTAIN BROOK, AL

CONSULTANT: SKIPPER CONSULTING INC.

By: _____

By: 

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 6/15/15

EXHIBIT "A"
SCOPE OF WORK

The City of Mountain Brook has requested a proposal to perform a traffic study and develop traffic signal modification plans for the intersection of Cahaba Road at 21st Avenue South/Fairway Drive. The need for the study and potential traffic signal modification design comes from two sources:

1. Complaints regarding the left turn from Cahaba Road southbound onto Fairway Drive; and
2. The occupancy by Little Hardware of an existing building on the east side of Cahaba Road. The parking lot access is within the limits of the intersection of Cahaba Road and 21st Avenue South, but is currently provided no signal indication or detection.

It should be noted that the existing traffic signal has a single controller cabinet which controls both intersections of Cahaba Road at 21st Avenue South also Cahaba Road at Fairway Drive, and therefore the two intersections have to be studied and designed jointly.

Traffic Study

The purposes of the traffic study are to:

- Determine if the signal should be modified to provide a protected left turn arrow for Cahaba Road southbound turning onto Fairway Drive
- Determine if the traffic signal should be modified to account for the driveway for Little Hardware
- Determine if there are other traffic conditions which need to be addressed with traffic signal modifications
- If the signal needs to be modified, determine the appropriate signal operating plan and detection needs
- Develop a conceptual sketch plan for the proposed signal modifications
- Estimate the cost of the proposed signal modifications
- Prepare a document of the study results for review and action by the City of Mountain Brook

The Consultant shall perform all required field work to perform a traffic study of the intersections of Cahaba Road at 21st Avenue South and Fairway Drive. This shall include a turning movement traffic count at the intersections from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. The Consultant shall determine the existing levels of service of operation of the intersections using a traffic simulation model. The Consultant shall develop recommendations on whether or not the existing signal needs to be modified and prepare a traffic simulation model to test the proposed modifications. If the signal needs to be modified, the Consultant will determine the appropriate signal operating plan and detection. A schematic sketch of the proposed modifications will be prepared. A cost estimate of the proposed modifications will be prepared. The findings of the study will be documented in a report. This report shall be delivered to the City in .pdf format. The Consultant shall attend a meeting with the City Council to present the findings of the study.

Traffic Signal Modification Design

Traffic signal design efforts for the project will be undertaken using procedures and specifications as established by the City of Mountain Brook. Design efforts would include:

- Traffic signal phasing and timings;
- Research applicable City standards and specifications;
- Determine appropriate traffic signal construction notes;
- Determine traffic signal equipment and installation details; and
- Develop traffic control plans for the construction required in the plan assembly.

The Consultant shall prepare a base map for the traffic signal modification design using aerial photography and field review.

Preliminary traffic signal construction plans will be transmitted to the City for review and comment. It is anticipated a field inspection will be conducted where specifics of the design concept are reviewed by the City and the design team. Upon receipt of comments from the City, the Consultant will make necessary modifications to the construction plans and provide the City with copies of the final construction plans.

Once the final construction plans are transmitted by the Consultant, the selection of a contractor is assumed to be the responsibility of the City. The Consultant would be available to assist the City in cost estimating and bidding efforts for the project.

Services Outside the Scope of Work

Services not included in this scope of work would be undertaken based on the written authorization by the Client. Once additional services are identified, they would be undertaken on a time and materials basis following approval of a scope of work and related labor rates by the City.

Meetings and Work Sessions

The Consultant shall prepare for and attend as many meetings of the Mountain Brook City Council as needed to finalize recommendations and design elements.

Schedule

The Consultant shall perform the scope of work as documented in Exhibit "A", up to and including issuing of the preliminary plans for review by the City, within a period of six (6) calendar weeks following notice to proceed, barring unforeseen circumstances outside of the control of the Consultant.

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MOUNTAIN BROOK AND SKIPPER CONSULTING, INC. - TRAFFIC ENGINEERING SERVICES (OVERHILL, HASTINGS, BALMORAL & LAUREL LN)

THIS ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT ("the/this Addendum") between the City of Mountain Brook, Alabama ("the City") and Skipper Consulting, Inc. ("the Contractor") is entered between the parties.

This Addendum is a part of the Professional Services Agreement between the parties (the "Agreement") concerning the work, services or project described in the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms herein supersede and control any conflicting or inconsistent terms or provisions, particularly to the extent the conflicting or inconsistent terms or provisions in the Agreement purport either to (a) confer greater rights or remedies on the Contractor than are provided herein or under otherwise applicable law, or to (b) reduce, restrict, or eliminate rights or remedies that would be available to the City under otherwise applicable law. The Addendum shall remain in full force and effect with respect to any amendment, extension, or supplement of or to the principal Agreement, whether or not expressly acknowledged or incorporated therein. No agent, employee, or representative of the City is authorized to waive, modify, or suspend the operation of the Addendum or any of its terms or provisions without the express approval of the Mountain Brook City Council.

1. *Definitions.* For purposes of this Addendum, the terms below have the following meanings:

- A. *"The City"* refers to and includes the City of Mountain Brook, Alabama, and its constituent departments, boards, and agencies. The City may also be referenced in the Agreement as the "Client."
- B. *"The (this) Agreement"* refers to the principal contract, agreement, proposal, quotation, or other document that sets forth the basic terms and conditions under which the Contractor is engaged to provide goods, materials, or services to the City, including the payment or other consideration to be provided by the City in exchange therefor.
- C. *"The Contractor"* refers to the person, firm, or other legal entity that enters the Agreement with the City to provide goods, materials, or services to the City, and includes vendors and suppliers providing goods, materials, and services to the City with or without a formal contract as well as the Contractor's vendors, suppliers, and subcontractors. The Contractor may also be referenced in the Agreement as the "Consultant."

2. *Dispute Resolution.* If a disagreement, claim, issue or disagreement arises between the parties with respect to the performance of this Agreement or the failure of a Party to perform their respective rights or obligations hereunder (a "Dispute"), the parties will use reasonable efforts to resolve any Dispute at the designated representative level. If the parties are unable to amicably resolve any Dispute at that level, each agree to escalate that matter to senior managers or senior officials for consideration by and potential resolution by them. If the Dispute is not resolved at the senior level, the dispute resolution mechanism shall be litigation in a court with competent jurisdiction that is located in Jefferson County, Alabama.

3. *Attorney's Fees; Court Costs; Litigation Expenses.* The City shall not be liable for attorney's fees, court costs, litigation expenses, and like charges except and to the extent such fees, costs, and charges would be assessed against the City under applicable law in the absence of any contractual provision imposing or assigning liability therefor.

4. *Late Payment Charges; Fees; Interest.* The City shall not be liable for any late payment charges, interest, or fees on any delinquent bill for goods, materials, or services, and bills rendered to the City shall not be considered delinquent any earlier than thirty (30) days after rendition of a complete and accurate bill by the Contractor. Contested bills shall not be considered delinquent pending resolution of the dispute.

5. *Indemnification; Hold-Harmless; Release; Waiver; Limitations of Liability or Remedies.* The City shall not and does not indemnify, hold harmless, or release the Contractor or any other person, firm, or legal entity for, from, or with respect to any claim, cause of action, cost, charge, fee, expense, or liability whatsoever arising out of or relating to the subject matter of the Agreement or the performance or nonperformance thereof; nor shall or does the City waive its right to assert or pursue any remedy or claim for relief of any kind that it may have against the Contractor or any other person, firm, or entity for any actual or alleged default or other breach of legal duty on the part of the Contractor or any person, firm, or entity in privity therewith or acting on Contractor's behalf. Any limitation or restriction regarding the type, nature, form, amount, or extent of any right, remedy, relief, or recovery that would otherwise be available to the City is expressly disavowed, excluded from the terms of the agreement, and void.

6. *Choice of Law; Choice of Venue or Forum.* The meaning, legal effect, and enforcement of terms and provisions of the Agreement and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama except to the extent otherwise required by applicable conflict-of-law principles. The venue of any suit, action, or legal proceeding brought to enforce or secure relief by reason of any asserted breach of duty arising out of or relating to the performance or nonperformance of the Agreement shall be Jefferson County, Alabama except to the extent otherwise required by applicable principles of law.

7. *Construction of Addendum.* Nothing in this Addendum shall be construed to create or impose any duty or liability on the City, to create a right or remedy in favor of the Contractor against the City, or to restrict or abrogate any right or remedy that is available to the City against the Contractor or any other person, firm, or entity under either the principal Agreement or as a matter of law.

8. *Independent Contractor.* Consultant's relationship to Client at all times is that of an independent contractor. Consultant exclusively controls the means and methods in which it performs its operations or provides the goods, services or undertaking described in the Agreement. The Client does not reserve any right of control over Consultant's operations or the activities it utilizes to perform its obligations in the Agreement.

9. *Contractor's Insurance Requirements:* For the duration of this Agreement and for limits not less than stated below, the Contractor shall maintain the following insurance with a company(ies) lawfully authorized to do business in the location of the Project and reasonably acceptable to the City:

.1 **Comprehensive General Liability:** This insurance shall cover all operations performed by or on behalf of Contractor, and provide coverage for bodily injury and

property damage with a combined single limit of not less than \$500,000 per occurrence.

.2 Automobile Liability: If the work or services performed by the Contractor involves use of motor vehicles on public streets, Automobile Liability covering owned and rented vehicles operated by Contractor with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit and aggregate for bodily injury and property damage, per occurrence.

.3 Workers Compensation: Workers' Compensation and Employers Liability as required by statute.

.4 Professional Liability: If Contractor is providing professional services, Professional Liability covering Contractor's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Contractor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of Contractor herein.

All policies, except for the Workers Compensation and Professional Liability policies shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or its performance of Services or work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability, but shall allow coverage for the City to the fullest extent provided by the policy.

All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Before commencement of Services hereunder, Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. This certificate(s) shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City.

10. *Indemnification for Claims by Third Parties.* The Contractor agrees to defend, indemnify, and hold harmless the City, and its agents, employees and officials (collectively hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, damages, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property, or those for financial loss or damages, collectively hereinafter "Claim(s)") that are made against the City by any third parties (including any employee, agent or representative of the Contractor, collectively "Third Parties") to the extent that such Claims are caused or allegedly caused by the negligence of the Consultant in the performance of its Services, its work on the Project described in the Agreement or its failure to perform its obligations in the Agreement.

11. *EXCLUSION OF CONSEQUENTIAL DAMAGES.* THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT, IN THE EVENT THAT IT ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THE AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS THEREUNDER, THE MAXIMUM AMOUNT THAT THE CONTRACTOR MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE ACTUAL DAMAGES THAT DIRECTLY ARISE FROM THAT BREACH. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT THE COMMERCIAL TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT ENTERED INTO THIS AGREEMENT WITHOUT INCLUDING THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS. NOTHING IN THIS PROVISION IS INTENDED TO IMPACT, MODIFY, AMEND OR LIMIT THE TERMS OR APPLICATION OF THE INDEMNIFICATION PROVISION IN THE PROVISION ABOVE THAT PERTAINS TO CONTRACTOR'S OBLIGATIONS TO INDEMNIFY THE CITY FOR CLAIMS MADE AGAINST THE CITY BY THIRD PARTIES.

CITY: CITY OF MOUNTAIN BROOK

CONTRACTOR: SKIPPER CONSULTING INC.

By: _____

By: *Darrell B. Skipper*

Printed Name: _____

Printed Name: Darrell B. Skipper

Title: _____

Title: President

Date: _____

Date: 1/15/15

Sam Gaston

From: Jodie Hobson
Sent: Monday, January 19, 2015 11:27 AM
To: gastons@mtnbrook.org
Subject: Traffic Congestion--APPLE Grant

I understand from reading the article in The Reporter, February 2015 edition, that Mtn. Brook has a grant to study up to 80 intersections--not yet identified. The article asked for suggestions to help identify intersections that might be improved to to reduce traffic congestion. Thank you so much for the opportunity to comment on this traffic and for all of your efforts to assist in making our neighborhood a better, safer place.

I have 4 suggestions:

1. **Intersection of Montevallo Road and Church Street.** At the time of peak school drop off of children and in the afternoons for pick up of the children--it is impossible to turn onto Church Street. There is only one lane open on Church Street. The cars (dropping children off/picking up), are parked actually in the road--Church Street. Therefore, no one can turn onto Church Street (either right or left off of Montevallo). I believe it is a state law that a vehicle cannot block a street, but this is done every day (school season) here in Mtn. Brook. The police must see it. Is there no other place(s) for people to park--other than actually in the street? I have to say, it is hard for me to imagine that it would cross my mind to park in a street, blocking the street. Twice a day, every day in school season, no other vehicles can get by--as a practical matter Church Street is made into one lane as a result of the parents being allowed to park on Church Street--blocking it. It is an accident waiting to happen--and with children around. Traffic is backed way up on Montevallo Road --both ways--as a result. One absolutely cannot get through and as a result, many residents are late to appointment, work, etc. There must be something that can be done and studied.

2. **Intersection of Montevallo Road, Leach, and Euclid.** This may or may not be in Mtn. Brook--but it has a HUGE impact on traffic on Montevallo Road in Mtn Brook. it is the intersection of Montevallo, Euclid, and Leach. If one is traveling west on Montevallo Road and comes to that light, there are two lanes on Montevallo Rd.. In one lane, it is marked straight or left. The other lane is marked right turn only. What is happening is that if you are on Montevallo traveling west, and want to continue straight at the intersection--if someone is in front of you, needing to turn left--there is no left hand turn signal on the light. So, one is left to sit at that light--while maybe only one car can turn left. For expediency, MANY people circumvent this, by merely getting in the right hand only turn lane--but they do not turn right--they are passing people --people in the left/straight lane-- on their right. This is against the law to pass on the right of someone. It is an accident waiting to happen, when people are zooming by you on the right--it is not expected --as one can clearly see the intersection lane is marked right turn only--you aren't expecting anyone to pass you on the right--not everyone turns left--some go straight. So, if you are going straight, someone passes on right--it returns to one lane and there are accidents.

3. **Montevallo Road**--there is so much speeding. There are sidewalks, with people walking, jogging, with dogs and children. It is a family neighborhood. People travel so fast down Montevallo--that if anyone made any error--perhaps a person or dog misstepped off the sidewalk into the road--they would be hit. What if a child fell off their bike, or Razor? They

would be hit--as there is NO room for error. Study whatever intersections--but maybe there should be more lights? Police used to patrol Montevallo Road but the last time I called and asked for some relief--as another dog was hit--the policeman told me it does not help to stop speeders--they are not residents but only people passing through, so it does not help. I find that difficult to believe and I fear that the next speeding car will hit a person.

4. **Intersection of Montevallo Road at Mountain Brook Baptist church.** It needs a left hand turn lane, (my humble opinion from observation), but perhaps the study could provide some suggestion to relieve all the congestion and back up at this intersection.

Again, thank you .
Jodie Hobson
3923 Montevallo Road

Sam Gaston

From: Morgan Murphy
Sent: Wednesday, January 21, 2015 11:27 AM
To: Sam Gaston
Cc: David Ennis; Bernard Frei; Piggot Phil; Jim Noles; Chip Welch
Subject: APPLE grant suggestion

Attachments: FairwayDriveStudy.pdf; FairwayStudyRecommendations.pdf



FairwayDriveStud FairwayStudyReco
y.pdf (705 KB)... mmendations.pd...

Sam:

I'd like to nominate the intersection of Country Club Road, Ridge Drive, and Salisbury (and possibly Montclair) as a candidate for the APPLE grant from the Regional Planning Commission.

You may remember that our neighborhood came to a city counsel meeting in large numbers four years ago to protest the removal of the speed humps, which greatly slow the 4,000 cars that traverse our street daily. At that time, we discovered past recommendations from Sain & Associates that recommended closing Country Club Road to Montclair.

Many of us wished to see that closure study take place, and the need is even greater now as use of our streets as a cut-through will be increasing with the added retail pressure of the nearby Lane Park development. Do you have any suggestions for us improving our odds of being picked up as one of the study recipients?

Best,

Morgan Murphy
3620 Country Club Road

Sam Gaston

From: Steve Stine
Sent: Thursday, January 22, 2015 6:39 PM
To: 'Glenos, N. Chris'
Cc: 'Sam Gaston'; 'Steve Boone'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light
Attachments: Franchise Agmt _Jan 22_2015.docx

Chris, I spoke with Mr. Gaston about the amount of the Bond. In the attached January 22 version of the Agreement, Section 8 states that So. Light will post a \$90,000 performance bond. Mr. Gaston is going to include this Jan 22 version of the Agreement in the materials that he will provide to the City Councilors for Monday night's meeting.

At Monday night's Pre-Council Meeting, I will advise the City Council that \$90K is the amount of the bond suggested by Southern Light to be adequate in light of your client's experience in other markets, and that we have discussed other amounts. Of course, the City Council ultimately will decide if this is the proper amount. As previously mentioned, in setting the amount of the bond, it would be helpful to know the anticipated amounts of Franchise Fees that the City might expect to receive in the near future, and understand the extent to which the installation or construction of So Light's network along, in or under the right of way is likely to disturb the pavement or other improvements thereon. Also, to the extent So Light installs its facilities aerially, there likely will be questions about whether So. Light can commit to co-locating on utility poles that are already in the right of way.

I look forward to seeing you and meeting your clients on Monday evening.

Steve Stine
 1910 First Avenue North
 Birmingham, Alabama 35203
 Phone : (205) 251-2881
 Fax : (205) 254-3987
 Email: sstine@bishopcolvin.com



From: Steve Stine [mailto:ssstine@bishopcolvin.com]
Sent: Tuesday, January 13, 2015 9:27 AM
To: 'Glenos, N. Chris'
Cc: 'Sam Gaston'; 'Steve Boone'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Chris, attached is the latest version of the Agreement. The change I have made in 1(g) should address your concern with the language there. As to Section 4 – the Term -, a 20 year initial term is too long for the City; our other franchise agreements are usually 5 years. However, we know your client is making a long-term investment, and believe a 10 year initial term is appropriate. As to Section 8, a \$200,000 performance bond is proper. Also, I have not seen a depiction of the current planned facilities route, which we need in order to complete Exhibit A.

Please advise if the Jan 13 version of the Agmt is acceptable, and if your client wants this matter preliminarily presented to the City Council for discussion at its next Pre-Council meeting on Jan. 26.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com



From: Steve Stine [<mailto:sstine@bishopcolvin.com>]
Sent: Friday, January 09, 2015 3:04 PM
To: 'Glenos, N. Chris'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Chris, FYI, I saw the language you added in Section 4 (the Term) and Section 8 (as to the amount of the performance bond) of the Franchise Agmt; I am awaiting feedback from my clients on these matters. We should have an understanding of the terms of the Franchise Agmt that your client will accept before the Agreement is discussed with the City Council at an upcoming Pre-Council Meeting, or approved by the Council.

Steve

From: Glenos, N. Chris [<mailto:cglenos@babco.com>]
Sent: Friday, January 09, 2015 2:14 PM
To: 'Sam Gaston'; sstine@bishopcolvin.com
Cc: Steve Boone
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Actually, my client tells me that he can make the January 26 meeting work. Will we be on the agenda or will this simply be for Q&A during the Pre-Meeting?

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Sam Gaston [<mailto:gastons@mtnbrook.org>]
Sent: Friday, January 09, 2015 8:47 AM
To: Glenos, N. Chris; sstine@bishopcolvin.com
Cc: Steve Boone
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Dates will be February 9th and 23rd.

Sam S.Gaston

1/23/2015

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: Glenos, N. Chris [mailto:cglenos@babbc.com]
Sent: Friday, January 09, 2015 8:40 AM
To: 'sstine@bishopcolvin.com'
Cc: 'Steve Boone'; 'Sam Gaston'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Hi Steve,

We have conflicts that will prevent us from attending the January meetings. What are the dates for regular meetings in February? We would like to attend one of those Pre-Council meetings. Will the agreement, once finalized, be voted on at the regular meeting that evening or at a subsequent regular meeting? Thanks

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Steve Stine [mailto:sstine@bishopcolvin.com]
Sent: Monday, January 05, 2015 7:36 PM
To: Glenos, N. Chris
Cc: 'Steve Boone'; 'Sam Gaston'
Subject: RE: Mountain Brook Franchise Agreement - Application by Southern Light

Chris, I do not know what questions, if any, that the City Council may have about So. Light's application for a Franchise Agreement for its fiber based network. However, It appears that the period that your clients expect to be in Birmingham – the week of January 19-23 – will not correspond with the Mountain Brook City Council meeting schedule for this month.

This month the regular meetings for the Mountain Brook City Council will be Monday, January 12 and Monday, January 26 at 7 pm As I have previously advised So. Light's in-house attorney, Kelly McGriff, the City Council for Mountain Brook has a "Pre-Council Meeting" that usually starts about an hour before the City Council's regular meetings. It is my experience that these Pre-Council meetings are the best time for a party such as Southern Light to make any type of presentation that it would want to make to the City Council in support of its application, and for the City Councilors to pose any questions that they wish ask an applicant like your client.

These Pre-Council Meetings are open to the public.

I have the draft document that you sent me on Dec 18, 2014 that shows the changes that So Light is suggesting be made to the Franchise Agreement that I sent So. Light last year. I plan to review So. Light's suggested changes and get back to you this week concerning the Franchise Agreement.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203

1/23/2015

Phone : (205) 251-2881
Fax : (205) 254-3987
Email: sstine@bishopcolvin.com



From: Glenos, N. Chris [<mailto:cglenos@babco.com>]
Sent: Monday, January 05, 2015 11:20 AM
To: 'sstine@bishopcolvin.com'
Subject: RE: Mountain Brook Franchise Agreement

Steve,

My client's COO is planning to be in Birmingham the week of January 19-23 to meet with the Birmingham area municipalities. Can your client meet with us sometime that week?

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Steve Stine [<mailto:sstine@bishopcolvin.com>]
Sent: Friday, December 19, 2014 3:41 PM
To: Glenos, N. Chris
Subject: RE: Mountain Brook Franchise Agreement

Thanks. I will try to review and get back to you on this before the calendar year ends.

Steve

From: Glenos, N. Chris [<mailto:cglenos@babco.com>]
Sent: Thursday, December 18, 2014 12:02 PM
To: 'sstine@bishopcolvin.com'
Cc: 'Kelly McGriff'
Subject: FW: Mountain Brook Franchise Agreement

Steve, See our suggested modifications in the attached draft, which are redlined. You are welcome to call me to discuss. Thanks

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

From: Steve Stine [<mailto:sstine@bishopcolvin.com>]
Sent: Wednesday, November 26, 2014 3:06 PM

1/23/2015

To: Glenos, N. Chris; 'Kelly McGriff'
Subject: RE: Mountain Brook Franchise Agreement

I did send the revised route/design of Southern Light's fiber network to the appropriate City officials.

Let me know if the attached Franchise Agreement that I sent Kelly several weeks ago – see attached – is acceptable. If so, I will speak with the City Manager about scheduling a time for Southern Light to make an informational presentation to the City Council.

Thanks.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: ssstine@bishopcolvin.com



From: Steve Stine [<mailto:ssstine@bishopcolvin.com>]
Sent: Wednesday, November 12, 2014 11:41 AM
To: 'Glenos, N. Chris'
Subject: RE: Mountain Brook Franchise Agreement

Got it. I will forward this along to the appropriate City representatives.

Steve Stine
1910 First Avenue North
Birmingham, Alabama 35203
Phone : (205) 251-2881
Fax : (205) 254-3987
Email: ssstine@bishopcolvin.com



From: Glenos, N. Chris [<mailto:cglenos@babc.com>]
Sent: Wednesday, November 12, 2014 11:36 AM
To: 'ssstine@bishopcolvin.com'
Subject: FW: Mountain Brook Franchise Agreement

From: Glenos, N. Chris
Sent: Wednesday, November 12, 2014 11:35 AM
To: 'ssstine@bishopcolvin.com.'
Cc: Beavers, Jr., Charles A.J.

Subject: FW: Mountain Brook Franchise Agreement

Steve,

Thanks for speaking with us. Attached is the revised, proposed route from Southern Light. I will get with Kelly concerning your revisions to the proposed agreement, and get back to you.

I look forward to working with you.

Chris Glenos
Bradley Arant Boult Cummings, LLP
(205) 521-8721

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made by and between SOUTHERN LIGHT, LLC, a limited liability company (hereinafter referred to as the "Company"), and the CITY OF MOUNTAIN BROOK, ALABAMA, a municipal corporation (the "City") as of the Effective Date (as defined below). The Company and the City separately may be referenced herein as a "Party," and collectively as "Parties."

RECITALS

WHEREAS, in September 2001 the Alabama Public Service Commission awarded the Company a certificate to provide competitive local exchange telecommunications services in this State;

WHEREAS, the Company is a privately-owned firm that intends to provide various high bandwidth services utilizing a fiber optic line transmission system that the Company will construct, maintain and operate on public rights of way within the City (the "Fiber Optic System" or "System");

WHEREAS, the areas in the City at which the Company initially intends to construct its Fiber Optic System are shown on the map that is attached as Exhibit A;

WHEREAS, the Company's selection of locations for its Fiber Optic System, and its construction and operation of that System along the public rights of way are subject to the advance approval of the City and the exercise of its police powers, and the Company must comply with all laws, codes and regulations that apply to those operations;

WHEREAS, the services to be provided by the Company over its System concern the transport of data, voice or video communications between locations in the City in which such communications may both originate and terminate in the City, or may only originate or terminate in it;

WHEREAS, the Company will not use the System to provide cable television services, channels, or programming to end users in the City; and

WHEREAS, in accordance with the terms and conditions herein, the City grants the Company a non-exclusive franchise for it to construct, maintain and operate its Fiber Optic System in the City at the locations and in the manner approved in advance by the City.

NOW, THEREFORE, in consideration of the Recitals above, the respective representations, promises, concessions, terms and conditions contained herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows.

1. Definitions. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

- a. "City" means the City of Mountain Brook, Alabama.
- b. "Company" means Southern Light, LLC, or any entity that succeeds Southern Light, LLC in accordance with the provisions of this Agreement.
- c. "Customer" means any person to whom the Company provides any Telecommunication services to or from, or between locations in the City.
- d. "Effective Date" shall mean the first day of the month after the date last executed by a Party below on the Signature Page.
- e. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or other right to construct, operate and maintain the Fiber Optic System in and along the ROW at locations requested by the Company in which its intended operations are approved in advance by the City and performed in compliance with applicable laws, codes or regulations, including but not limited to, land use and zoning regulations.

f. "Franchise Fee" means the fee paid by the Company to the City for the privilege of locating, maintaining and operating its Fiber Optic System as various locations in the ROW.

g. "Gross Revenues" shall mean all revenues, in whatever form, that are received or accrued by the Company ~~from any persons, carriers or entities that are not affiliated with it~~ with respect to the receipt, transmission, or distribution of any data, voice, video or other electronic messages in whatever form to or from locations in the City, or between locations in it. This term shall include, but not be limited to, the following:

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- i. All recurring or non-recurring revenues received with respect to the provision of any Telecommunication or other service that utilizes the System;
- ii. All recurring or non-recurring contract fees, usage based fees, charges, or consideration of any kind or nature (including without limitation, cash, credits, property, and in-kind contributions) received by the Company in connection with its utilization of the System;
- iii. All revenue arising from or attributable to the provision of any equipment that is leased or sold by the Company to its customers in connection with the provision of services.

Gross Revenues do not include the following:

- i. uncollectible fees; provided that all or part of uncollectible fees that are written off as bad debt but subsequently collected, less expenses of collection, shall be included in Gross Revenues in the period collected;

- ii. insufficient funds (returned checks);
- iii. late payment fees;
- iv. discounts, refunds, and other price adjustments that reduce the amount of compensation received by Company from its customers; or
- v. the amounts billed by the Company to its Customers to recover taxes, fees, or surcharges imposed on them in connection with the provision of services, including the Franchise Fee and any other tax, fee or charge of general applicability collected by Company from its customers for pass through to the City or any other governmental entity or agency.

g. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

h. "ROW" or "Rights-of-Way" means the surface and space above and below any the public rights of way, streets, avenues, highways, roads and dedicated municipal easements within the City's corporate boundaries.

i. "Services" shall mean all services provided by the Company for which it receives compensation from its customers.

j. "System" or "Fiber Optic System" means the system of pipes, transmission lines, meters, equipment and other facilities associated with the construction, maintenance and operation of a fiber-optic transmission line by the Company in the City in accordance with the terms and conditions in this Agreement, which system will be utilized for the purpose of receiving, transmitting or distributing Telecommunications or other electronic messages in whatever form to or from, or between locations in the City.

k. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video or voice), without change in the form or content of the information as sent and received.

2. Grant of Authority. Pursuant to the terms, conditions and understandings herein, the City hereby grants to the Company a non-exclusive Franchise to construct, maintain and operate its Fiber Option System on and along the ROW in the City.

The Company agrees and acknowledges the following limitations, conditions and understandings apply with respect to this grant:

- (a) The request of the Company to utilize particular locations along the ROW in the City must be approved in advance by the City;
- (b) The nature, manner and mode of installing or maintaining any line, cable, equipment or apparatus comprising the System must be approved in advance by the City;
- (c) The nature and type of the Company's intended operations along the ROW must comply with applicable laws, codes or regulations.
- (d) The Company shall not install, expand or extend the System without first obtaining appropriate permits from the City, and complying with any conditions related to the use of such permits, including burying any underground facilities at depths below the grades of any streets as may be required by the City;
- (e) The grant is not exclusive. The City reserves the right to grant the use of the ROW to any other person at any time and for any lawful purpose;
- (f) This Agreement shall not be construed to create any rights beyond its express terms, conditions and periods;
- (g) In approving any intended Company operations along particular points of the ROW, the City does not represent or warrant to the Company that the City holds title, right or interest in or to the ROW at those points, or that it has the right or authority to grant the Company the right to conduct its intended operations thereon. The Company acknowledges and agrees that it has the burden and responsibility to assess and determine its right to operate in the requested locations in advance of the installation of its System. Further, the City does not make any warranty (express or implied) to the Company concerning the sufficiency, condition or appropriateness of the ROW for the uses intended by the Company;
- (h) The Company acknowledges that utilities or other persons or entities may hold or claim rights to utilize the same sections of the ROW in which the Company intends to operate, and that the Company exclusively is responsible for designing, planning, coordinating, installing its System and conducting its operations in a manner that does not unduly interfere with the operations of those other entities;
- (i) This Agreement shall not be construed to deprive the City of any rights, regulatory or police powers or other privileges under State law which it now has, or may hereafter have, to regulate the use and control of its ROW or provide for the safety and welfare of the public. By granting this Franchise and approving this Agreement, the City does not surrender or to any extent waive, impair or relinquish any of those regulatory powers and rights, or to

charge reasonable compensation for such use. By entering this Agreement, the Company agrees and acknowledges that all such rights, police or other regulatory powers shall be in full force and effect during its term, that the Franchise granted it hereunder is subject to the exercise by the City of those police powers, and that it will comply with all such existing, applicable laws and ordinances that exist today or hereinafter may be enacted. In the event of any conflict between the provisions of this Agreement and any present or future laws, regulations or ordinances by which the City exercises its police powers, the provisions of those laws, regulations and ordinances shall control and take precedence in resolving the conflict;

- (j) The grant of the Franchise herein shall not be construed to convey, bestow, or transfer to Company any title, easement or other permanent property interest in the ROW or other public property in or on which it conducts operations;
- (k) This Agreement does not establish any priority for the use of the ROW by the Company, or any present or future franchisees, permit holders or other users of the ROW. In the event of any dispute as to the priority of use of the ROW, the first priority shall be to the public generally, the second priority shall lie with the City, the third priority with the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its police and other powers conferred on it by the State of Alabama;
- (l) Nothing in this Section or elsewhere in the Agreement shall be construed to limit the Company's rights to access and use its own or general utility easements in accordance with the terms of such easements so long as such use is consistent with applicable law.
- (m) This Agreement does not confer upon the Company any right to use conduit that is now owned by the City or may hereafter be acquired.

3. Operating Requirements and Standards.

The following understandings apply with respect to the Company's use of the Franchise and its operations within the City:

- a. At all times the Company shall keep and maintain the System in a safe, suitable, and substantial condition, and in good order and repair.
- b. The Company shall provide safe passageway for vehicles and pedestrians through, in and around its work sites. It further shall comply with all rules of the road or other laws related to operation of vehicles along the ROW. Except in the case of an emergency or with the approval of the City Engineer (or other designated City official), the Company agrees not to conduct its operations in a

manner that interferes with usual vehicular or pedestrian travel on or the maintenance of the ROW, nor shall the placement of its facilities or its operations unreasonably limit the visibility of vehicular and/or pedestrian traffic on or along them.

- c. The Company shall conduct its operations in a manner that does not unreasonably interfere with the rights and reasonable convenience of persons who own property adjoining the ROW. The Company acknowledges that it may enter private property only as permitted by applicable law, or as allowed by the owner of such private property, for the purpose of performing its operations thereon.
- d. The Company shall construct the System and perform its operations in accordance with all applicable federal, state and local laws, ordinances, codes, and regulations pertaining thereto, including, but not limited to, the following: any building code, electric code or ordinances that are now in effect or may hereafter be adopted by the City; laws and regulations that protect workers and are intended to promote safety in the workplace; laws and regulations that protect the environment, air or water quality or the public health, safety and welfare (including, without limitation, those issued by the Alabama Department of Environmental Management and Environmental Protection Agency); and regulations of the Federal Communications Commission.
- d. Prior to installing, expanding or constructing its System or conducting other operations on the ROW, the Company shall obtain a permit(s) from the City pertinent to that work. The Company shall submit maps or plats showing the locations and types of equipment intended to be installed at all locations. The City agrees to consider any requests for permits and process them in a timely manner consistent with reasonable municipal practices. The work to be done under this Agreement, and the restoration of the ROW as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Engineer, or other City official.
- e. The Company shall repair and replace sections of the ROW that are disturbed due to the installation, removal, relocation, maintenance and repair of its System, and restore those sections to a condition comparable to the condition existing immediately prior to such disturbance to the satisfaction of the City.
- f. Whenever reasonably practical, the Company agrees to place its facilities on, within or adjacent to the facilities and easements of utilities and other franchisees or other areas used by them.
- h. When the Company constructs or configures its System, it agrees to install its facilities underground in those parts of the City where existing telephone and electric services are both underground. In areas where either telephone or electric

utility facilities are installed aerially at the time of construction of the System, the Company may install its facilities aerially with the understanding that, at such time as the existing aerial facilities are required to be placed underground by the City, the Company shall likewise place its facilities underground. If a site requested by the Company for the location of facilities or equipment raises concerns about public health, safety, and welfare, the City and Company agree to work together to identify alternative locations, if available, that satisfy any technical specifications or limitations of those facilities or equipment and those concerns.

- i. Least Disruptive Technology. The Company agrees to construct and maintain its System in a manner resulting in the least amount of damage and disruption to the ROW. To that end, the Company will use directional boring in all areas where no conduit exists. Further, the Company will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City. The City Engineer (or other appropriate official) may require trenchless technology in other locations where circumstances prevent or make open-cut methods impractical. Any requests by the Company to utilize the open-cut or trench method for construction or maintenance must be approved by the City Engineer (or other City official).
- j. The Company shall have the right to remove, trim, cut and keep trees and shrubbery clear of the System at points in and along the public ways; provided that Company shall perform those operations only having first consulting with the City's arborist (or other official who is designated to act in that capacity), and shall comply with any local rules, codes and regulations that pertain to that work. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.
- k. The Company shall be bear all costs associated with the installation, repair and maintenance of its System and its equipment including, but not limited to (1) all expense to repair and restore the ROW that is disturbed due to those operations, and (2) all expense incurred in removing or relocating any portion of the System or facilities constructed when required by this Agreement.
- l. The Company, at its expense, agrees to promptly repair or replace any facility, equipment or public improvement that Company damages or disturbs in the course of exercising its rights hereunder, including but not limited to, any road, street or other section of the ROW, and any electric facility, sewer, water main, fire alarm, police communication or traffic control facility.

- m. In conducting its operations, the Company further agrees to:
- (1) comply with all applicable sections of the National Electric Safety Code;
 - (2) utilize reasonable, commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public or damages to property owned by third persons;
 - (3) install and maintain the System in such manner that its operations will not interfere with any improvements of the City or of a public utility serving the City.
 - (4) perform its operations in accordance with good engineering practices and standards for firms providing like operations in the Company's industry, and in an orderly and workmanlike manner;
 - (5) perform all its operations through qualified maintenance and construction personnel. Further, the Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service and maintenance of the System; and
 - (6) not perform its operations in a manner that obstructs the rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.
- n. Relocation or Removal of System at Request of the City. The City reserves the right to determine that, in the exercise of its sole discretion, it is in the public interest to improve or modify its ROW in a manner that requires the displacement, modification, relocation or removal of the System from any area along the ROW. Upon its receipt of reasonable notice from the City of that determination (which notice shall be not to be less than forty-five (45) days except where emergency conditions require shorter notice), the Company, at its own expense, shall protect, support, temporarily disconnect, relocate to another section of the ROW designated by the City, or totally remove from the ROW any property, equipment or facilities of the Company when required or requested by the City, Jefferson County or the State of Alabama for reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines when such relocation work is being done directly by or for the City, Jefferson County or the State. Should the Company refuse or fail to relocate or remove its equipment and facilities as provided for herein within forty-five (45) days after written notification, the City, Jefferson County or State shall have the right to do such work (or cause it to be done) and the reasonable cost thereof shall be chargeable to the Company.

4. Effective Date/Term/Renewal.

This Agreement will become effective on the Effective Date, and thereafter continue in effect for a term of ~~Ten (10)~~ years (the "Initial Term"). ~~Following the expiration of this Initial Term, this Agreement and the Franchise granted herein may be renewed and extended upon mutual agreement of the Parties for an additional term of Ten (10) years upon application to the City if (i) the Agreement previously has not been terminated or the Franchise revoked as provided hereunder, (ii) the Company has faithfully performed its obligations hereunder, and (iii) the application and extension complies with applicable federal, state or local law.~~

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Deleted: Following the expiration of this Initial Term, this Agreement and the Franchise granted herein may will be automatically renewed and extended upon mutual agreement of the Parties for an additional term of TenTwenty____ (1020__) years upon application to the City if (i) the Agreement has not beenunless terminated or the Franchise revoked as provided hereunder, (ii) the Company has faithfully performed its obligations hereunder, and (iii) the application and extension icomplies in compliance with applicable federal, state or local law; provided that either Party may elect to terminate this Agreement effective at the end of the Initial Term by providing the other written notice of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term.

5. Franchise Fee/Records Retention/Audit

a. Franchise Fee. During the term of this Agreement, the Company shall pay the City a fee of five percent (5%) of the Gross Revenues (the "Franchise Fee"). Company shall make these payments within fifteen (15) days after the end of the preceding quarter of each year of the term of this Agreement. At the time of each such payment, the Company also will furnish City with a report or statement that, in a summary form, discloses the total Gross Revenues derived from the System for the previous quarter, the methodology used by Company to calculate the Franchise Fee and other bases upon which Company determined the amount of each payment.

b. Records Retention. For a rolling period not less than five (5) years following the creation of the following records, the Company agrees to retain and make the same available for inspection by the City (or its designated representative):

- i. its databases and books, reports, statements or accounting records indicating the types of services provided to Customers during the term of the Agreement;
- ii. its databases and books, reports, statements and accounting records indicating the revenues charged and collected for the services provided to Customers during the Agreement; and
- iii. all records, reports or other data generated, used or reviewed by the Company to compute its Gross Revenues or in the process of calculating the amounts of Franchise Fees paid to the City.

c. Audit of Records. The Company acknowledges and agrees that, to the extent necessary to ensure proper payment of Franchise Fees or any other amounts owed City hereunder, the City (or its designated representative), upon the provision of reasonable advance notice to the Company, shall have the right during the Term of the Agreement or within one year following its expiration or termination to audit, examine, review and receive copies of the records listed above in subpart (b). At its expense, the Company agrees to furnish access to these records and reasonably cooperate with City in any such audit or review.

d. The City's acceptance of quarterly Franchise Fee payments shall not be construed as a waiver, release, accord or satisfaction of any claim that the City might have related to the

Company's obligation for those payments, or be construed as an agreement that the amount of any such payment is correct.

e. The City acknowledges that, on the Company's bills to its Customers, the Company separately may identify and subsequently pass through the Franchise Fee and other government-imposed taxes, taxes, fees, or surcharges payable and collected from them in connection with the its provision of services.

f. Other Reports. In addition to other records contemplated in this Section, the Company agrees to furnish the City an annual financial statement on or before April 1st of each year, or at any time upon request of the City after thirty (30) days written notice. Such statement shall show Gross Receipts received by the Company from its operations within the City for the previous year. Moreover, upon request by the City and after sixty (60) days written notice, the Company shall furnish the City an annual certified audit report showing Gross Receipts received by the Company from its operations within the City for the previous year.

6. Service to Customers.

During the term of this Agreement, the Company will comply with all regulations of the Alabama Public Service Commission or any other applicable regulatory agency that relate to service standards for its Customers.

7. Complimentary Public Service Pathway.

When requested by the City, the Company agrees to furnish and maintain, at no cost to the City, two (2) twelve pair fiber strands along the entire backbone of the System (whether installed aerially or underground) that the City may use for non-commercial purposes (the "Public Service Pathway"). The Public Service Pathway shall be installed by the Company in a manner that will permit unrestricted uses by the City which include, but are not limited to, the transmission of point-to-point communications between municipal, schools and other publicly-owned buildings in the City; provided that the City shall be responsible for any damages resulting from its use of the Public Service Pathway that are caused by the willful or wanton acts of the City, its employees or any other person acting under its direction or control.

8. Insurance/Indemnification/Performance Bond.

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

Workers' Compensation	As Required by Statute
Commercial General Liability	(a) \$1,000,000 for property damage per occurrence; (b) \$1,000,000 for bodily injury or death to any one person; (c) \$2,000,000 in aggregate for injury

or death per single accident or occurrence

Auto Liability, including coverage on all owned, non-owned & rented vehicles

(a) \$1,000,000 for property damage per occurrence;
(b) \$1,000,000 for bodily injury or death to any one person;
(c) \$2,000,000 in aggregate for bodily injury and death per single accident or occurrence

The Comprehensive General Liability insurance must include coverage for all of the following: comprehensive form, premises, complete operations and contractual coverage for the indemnification of the City and other contractual obligations herein. The Company may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

Before the Effective Date of this Agreement, the Company shall provide City a certificate(s) of insurance evidencing compliance with the requirements in this Section. The certificate(s) shall indicate that the City, and its agents, employees and officials, have been named as an additional insured on the Comprehensive General Liability, Automobile Liability, and any applicable umbrella and excess policies, with respect to all matters arising out of the Company operations contemplated by this Agreement. Thereafter, upon request of the City, Company shall furnish a current certificate(s) of insurance evidencing such coverage. Should any of the policies required herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice of that cancellation to the City, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents, or representatives, or the issuer of this certificate.

The provision of the insurance required in this section and the recovery of insurance proceeds hereunder by the City shall not limit the liability of the Company (if any) under other provisions of this Agreement.

b. Indemnification. The Company agrees to defend, indemnify and hold the City, and its agents, employees and officials, harmless from all suits, claims for damages (including personal injury or death and property damage), judgments, losses, expenses (including but not limited to reasonable attorneys' fees, court costs and other litigation costs) and liabilities (hereinafter collectively "Claims") which may arise, whether in whole or in part, out of or in connection with the installation, operation or maintenance of the Fiber Optic System or the Company's failure to perform any of its obligations under this Agreement. The City agrees to furnish Company written notice of any Claims asserted against it and any request that the Company indemnify City (or its representatives) pursuant to this Section. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the City for Claims resulting solely from the negligent or willful acts of the City (or its representatives), or from the actions by a person or entity other

than the Company in connection with the City's use of the Public Service Pathway provided herein.

c. Performance Bond. Prior to the Effective Date, the Company will provide a Performance Bond in the amount of not less than ~~Ninety Thousand Dollars (\$90,000.00)~~, in favor of the City to secure the performance by the Company of its obligations under this Agreement. This Bond shall be issued by a surety qualified to do business in Alabama and reasonably satisfactory to the City.

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9. Enforcement/Default/Termination.

(a) Breach/Notice of Breach. In the event the Company fails to comply with any of its material obligations under this Agreement (a "Breach"), the City shall notify the Company in writing of the nature of the alleged noncompliance. The occurrences that constitute a material Breach by the Company, and may result in early termination of this Agreement and cancellation of the Franchise granted herein include the following:

- (1) Failure to make any payments to the City required in this Agreement;
- (2) Failure to maintain the insurance policies and coverage that are required hereunder;
- (3) Failure to provide or furnish the City any information required under this Agreement;
- (4) Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety;
- (5) The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Company;
- (6) The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or
- (7) If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a

writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

The Company shall not be deemed to have defaulted this Agreement or be in noncompliance with its provisions, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond the ability of the Company to control; provided that the Company's excuse for nonperformance only shall remain in effect as long as the condition causing that circumstance remains in existence, and the Company is obligated to recommence its performance hereunder when upon the expiration of that condition.

(b) **Company's Right to Cure Breach or Respond.** The Company shall have thirty (30) days from receipt of the notice of a Breach as provided in subpart (a) above (1) to respond to the City by contesting the assertion of noncompliance, (2) to cure such breach, or (c) in the event that, by the nature of the Breach, it cannot be cured within the 30-day period for reasons beyond the reasonable control of the Company, to initiate reasonable steps to remedy such Breach and notify the City of the steps being taken and the projected date that they will be completed.

(c) **Remedies.** In the event that the Company fails to respond to the notice of Breach described in subpart (a), it contests the assertion of noncompliance pursuant to the procedures set forth in subpart (b), or it does not remedy the subject Breach within 30 days or by the date projected in subpart (b) above, the City may pursue any or all of the following remedies:

1. Seek specific performance of any provision which reasonably lends itself to such a remedy;
2. Make a claim against any surety with respect to the Performance Bond which may be required to be posted;
3. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;
4. Seek any other available remedy permitted by law or in equity;

5. Take any other action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

(d) **Revocation of Franchise/Public Hearing.** In addition to the remedies stated above, the City may schedule a public hearing to investigate the Breach and consider whether to terminate this Agreement and revoke the Franchise. The City shall notify the Company in writing of the time and place of such hearing. Such public hearing may be held at the next regularly scheduled meeting of the City's governing body, or at such other time and place which is scheduled not less than five business days from the City's notice of hearing. At that hearing the City shall give the Company an opportunity to state its position concerning the Breach and otherwise be heard, after which its governing body shall determine whether or not this Agreement shall be terminated and the Franchise be revoked. In that event, the City may terminate the Agreement and the revoke the Franchise effective ten (10) days following the determination by its governing body to terminate this Agreement.

(e) Nothing herein shall preclude the Company from appealing to the Circuit Court of Jefferson County, Alabama any determination by the governing body of the City to terminate this Agreement and revoke the Franchise. Such appeal must be taken within ten (10) days of the issuance of that determination to terminate.

(f) **Obligations of Company on Expiration or Early Termination of Agreement.** Upon the expiration or early termination of this Agreement for any reason, the City may request that the Company, at its own expense and within a reasonable amount of time following that request, remove from the ROW any equipment or facilities that the Company placed thereon to provide its services and restore the surrounding property to the condition that existed prior to its installation. Any equipment not removed by the Company following that request may be left in place by the Company and deemed abandoned. Further, although the respective obligations of the Parties concerning further use of the ROW will cease upon the expiration or early termination of this Agreement, the Company's obligations to pay Franchise Fees, to permit the City to perform audits, to furnish information to the City required hereunder, and to indemnify the City and provide insurance with respect to events occurring before the termination shall survive and remain in effect for a period of two (2) years following the expiration or effective date of early termination.

10. Designated Representatives/Notices.

The Parties appoint their respective representatives below to coordinate with the other on all matters pertinent to the administration of this Agreement (the "Designated Representative").

Designated Representative for City:

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

Designated Representative of Company:

Southern Light, LLC
ATTENTION: _____
General Counsel
156 St. Anthony Street
Mobile, AL 36603

Each Designated Representative also shall have the authority to act on behalf of its respective organization to transmit instructions and receive information. Either Party may substitute a Designated Representative other than the person named above upon provision of written notice.

Any notice required hereunder to be sent in writing shall be sufficiently given (a) in writing and (b) when sent to the Designated Representative for the other Party via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the Party to be in receipt thereof.

Deleted: 0

11. Miscellaneous.

a. Amendment. This Agreement may be amended or modified only by a written instrument that is executed by duly authorized representatives of both Parties.

b. Construction. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

c. No Presumption against Drafter. The Parties acknowledge that each Party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

d. Entire Agreement. This Agreement (including the attached Exhibit A) constitutes the entire agreement between the City and Company with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between them, whether oral or written, regarding the subject matter hereof.

e. No Waiver. The failure of either Party to enforce any of the terms, conditions or provisions of this Agreement shall not be construed as a subsequent waiver of the right to compel enforcement of that or any other term, condition or provision. The respective rights, benefits and obligations under this Agreement may be waived only in a writing signed by the Parties.

f. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, officials, offices, directors, shareholders, agents, employees, attorneys, successors and assigns. and any parent, subsidiary or affiliated corporation or entity, as applicable.

g. Counterpart Execution. 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 and any signature transmitted by facsimile will be given the same force and effect as an original signature.

h. Choice of Law. This Agreement shall be construed and interpreted according to the laws of the State of Alabama.

i. Assignment. The Company's interest in this Agreement and the Franchise shall not be assigned, sold, transferred, or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City, which consent shall not be unreasonably withheld. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

j. Independent Contractors. The City and Company are independent contractors. The Company exclusively controls the methods and means by which it conducts its operations. Further, neither this Agreement nor any provision herein is intended make either Party the agent, fiduciary or partner of the other, or grant either Party any authority to bind the other to any obligation with a third party.

k. Other Representations. The Company and the City each represent to the other that it has the requisite power and authority to enter into this Agreement, that each has secured all necessary board, corporate or other required approval to enter this Agreement, and that its undersigned representatives are authorized to execute below on behalf of their respective organization.

m. Cooperation. The Company and the City shall cooperate fully with one another to execute any and all other documents and take whatever any additional actions (including, without limitation, the processing of permits) that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

n. No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a Party to this Agreement

o. Dispute Resolution. The Designated Representatives of the Parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Agreement (a "Dispute"). If the Designated Representatives are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each Party for consideration. If the Dispute cannot be resolved at the senior official level, either Party may request that the Dispute be mediated; if the Parties agree to mediate, each will bear its own costs of mediation, including attorneys' fees. However, if the parties are unable to amicably resolve any Dispute, the dispute resolution mechanism shall be litigation in a court that is located in Jefferson County, Alabama.

p. Attorneys' Fees. If (i) either Party breaches its obligations to the other hereunder, (ii) the non-defaulting Party should employ attorneys or incur other expenses in any legal action

regarding such breach of this Agreement, and (iii) the non-defaulting Party secures a final judgment before a court of competent jurisdiction or obtains other relief from an administrative body related thereto against the defaulting Party, the losing Party in that proceeding will pay the prevailing Party its reasonable attorneys' fees and other reasonable expenses that are incurred in that breach-of-contract action.

q. Severability. If any provision, part, section or subdivision of this Agreement shall be held invalid, illegal, unconstitutional or unenforceable for any reason, such holding shall not be construed to invalidate or impair its remaining provisions, which shall continue in full force and effect notwithstanding such holding.

r. Exclusion of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, THE COMPANY AGREES THAT, IN THE EVENT IT MAKES OR ASSERTS ANY CLAIM, DEMAND OR ACTION OF ANY TYPE AGAINST THE CITY ARISING FROM ITS ALLEGED BREACH OF THIS AGREEMENT OR ITS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER, THE MAXIMUM AMOUNT THAT THE COMPANY MAY RECOVER FROM THE CITY AS DAMAGES IN ANY SUCH ACTION IS LIMITED TO THE COMPANY'S ACTUAL, DIRECT DAMAGES ARISING FROM THE CITY'S BREACH. THE COMPANY AGREES AND ACKNOWLEDGES THAT THE TERMS HEREIN WERE PROPOSED AND BASED ON THE ASSUMPTION THAT THIS SPECIFIC LIMITATION IS APPLICABLE, AND THAT THE CITY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION OF THIS LIMITATION. IN NO EVENT WILL THE CITY BE LIABLE TO THE COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST ADVANTAGE, LOST OPPORTUNITY, LOSS OF SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS) ARISING FROM ANY BREACH OR ALLEGED BREACH OF THIS AGREEMENT BY THE CITY.

s. Licensing/Laws. Before commencing any operations contemplated hereunder, the Company, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to construct the System, provide its services and perform its Operations, including without limitation, any business license issued by applicable governing authorities ("Licensing"). The Company agrees to maintain that Licensing throughout the performance of this Agreement.

t. Immigration Act. The Company represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and that, during the performance of this Agreement, (a) it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or by obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act; and (d) if it is found to be in violation of this provision, the Company

shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

SOUTHERN LIGHT, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MOUNTAIN BROOK, ALABAMA

By: _____

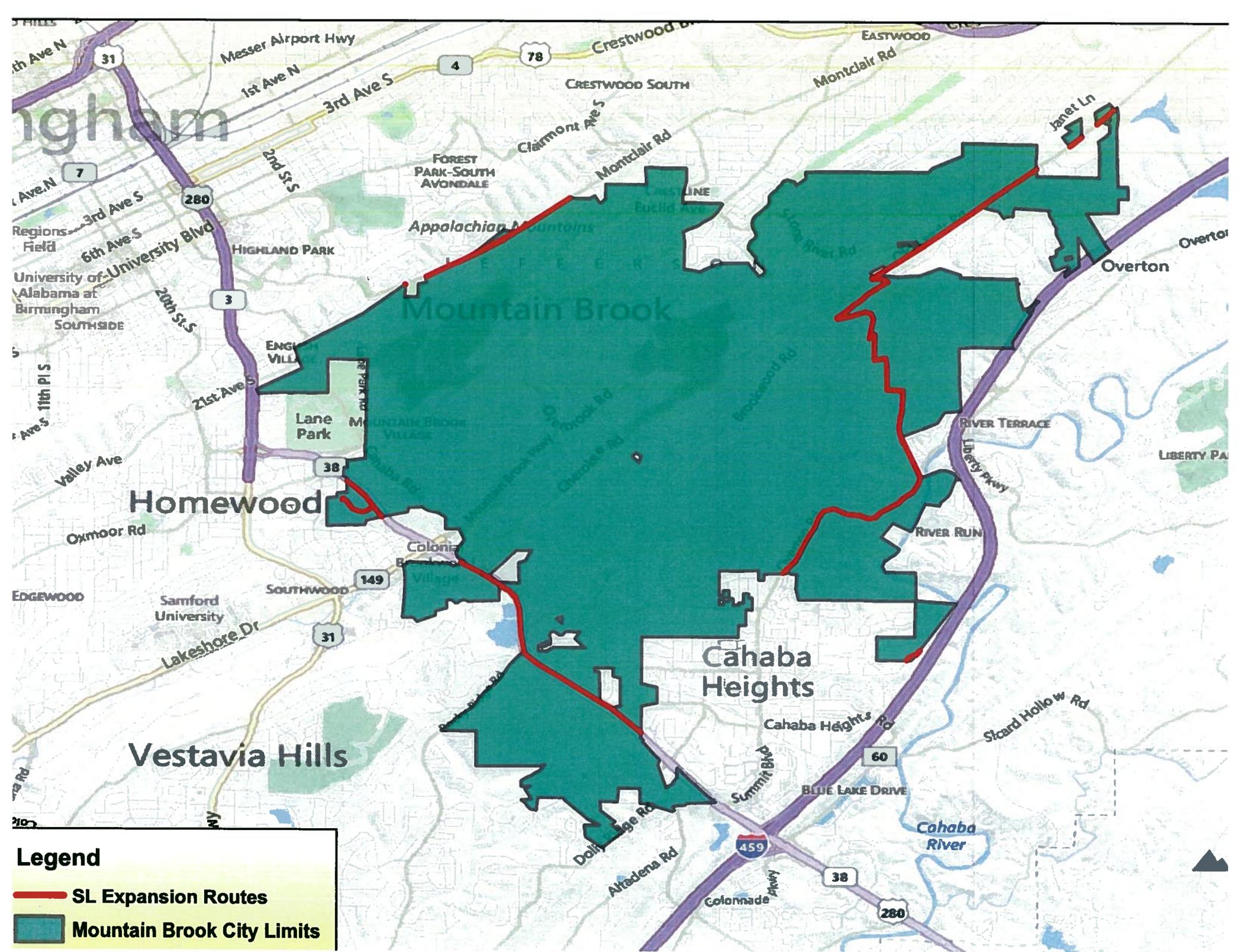
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Title: _____

Date: _____

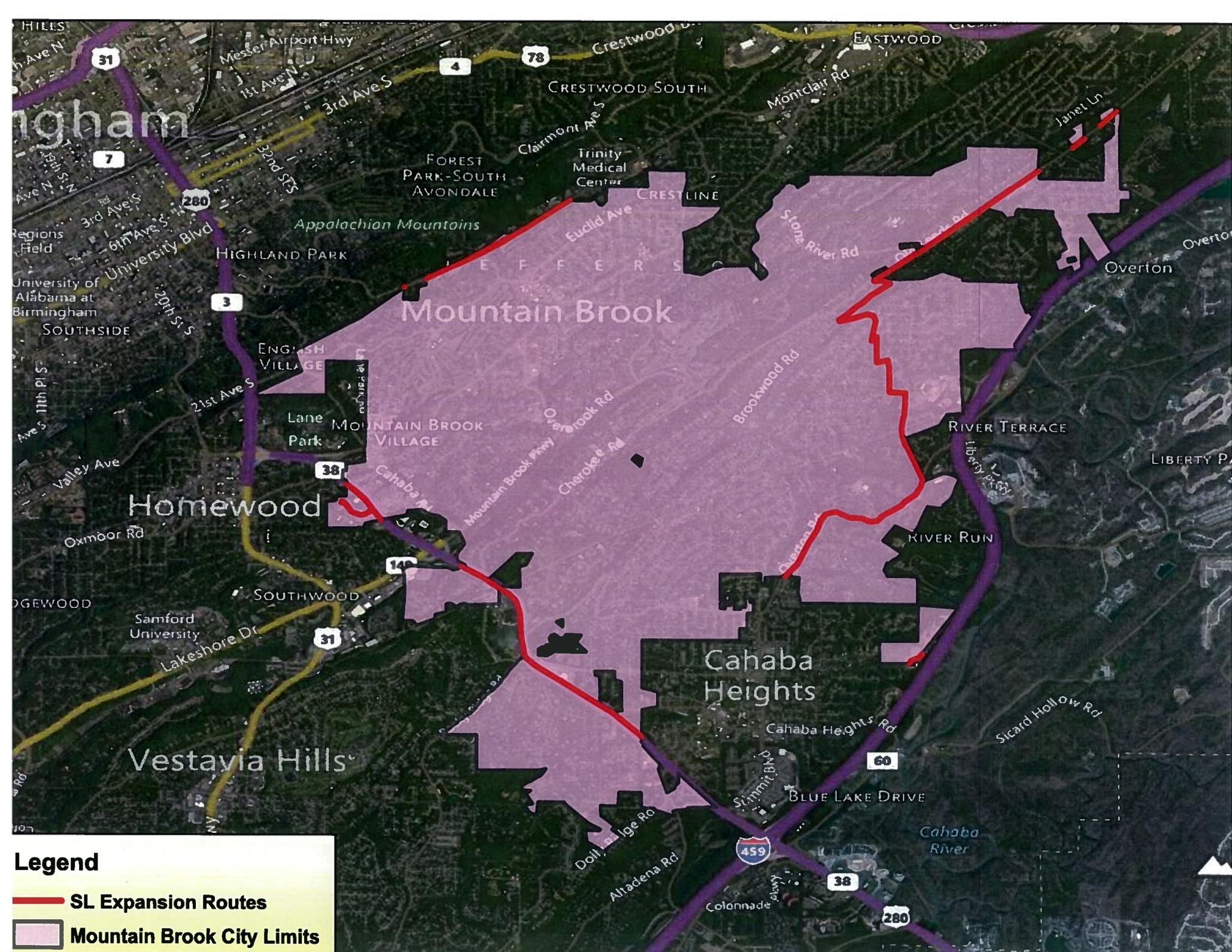
EXHIBIT A – INITIAL PROPOSED ROUTE OF SYSTEM

See attached Map.



Legend

-  SL Expansion Routes
-  Mountain Brook City Limits



Legend

-  SL Expansion Routes
-  Mountain Brook City Limits